NIXON PEABODY LLP

Barbara A. Lukeman 437 Madison Avenue New York, NY 10022

Telephone:

(212) 940-3104

Facsimile:

(866) 581-5054

E-mail:

blukeman@nixonpeabody.com

GLYNN & FINLEY, LLP

Clement L. Glynn (pro hac vice) James M. Hanlon, Jr. (pro hac vice) 100 Pringle Avenue, Suite 500 Walnut Creek, CA 94596

Telephone:

(925) 210-2800

Facsimile:

(925) 945-1975

E-mail

cglynn@glynnfinley.com

jhanlon@glynnfinley.com

Counsel for Defendant Barbara's Bakery, Inc.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

ERIN SILBER, on behalf of herself and all No.: 12-cv-05511-WFK-RLM

others similarly situated,

Plaintiff,

NOTICE OF CLASS ACTION **SETTLEMENT, MOTION FOR**

: PRELIMINARY APPROVAL OF CLASS

: ACTION SETTLEMENT AND MOTION

BARBARA'S BAKERY, INC.,

v.

TO ENJOIN THIS ACTION

Defendant.

Defendant Barbara's Bakery, Inc. ("Barbara's") hereby notifies the Court and Plaintiff that Barbara's has entered into a national class action settlement in the case *Trammell v. Barbara's Bakery, Inc.*, Case No. C12-02664-CRB (N.D. Cal.), the plaintiff in *Trammell* has filed a motion for preliminary approval of the national class action settlement and Barbara's has filed in *Trammell* a motion to enjoin this and other litigation pursuant to the All Writs Act, 28 U.S.C. § 1651, the Anti-Injunction Act, 28 U.S.C. § 2283, and Federal Rules of Civil Procedure, Rule 23(d). If the settlement agreement is approved by the Northern District of California, it will moot the putative class claims sought in this action.

Barbara's attaches the following documents that have been filed in *Trammell*:

- 1. "Settlement Agreement" and associated exhibits (Docket No. 37, filed April 25, 2013).
- 2. "Plaintiff's Motion for Preliminary Approval of Class Action Settlement" and associated documents (Docket No. 36, filed April 25, 2013).
- 3. "[Proposed] Order Preliminarily Certifying a Class For Settlement Purposes,
 Preliminarily Approving the Class Settlement, Appointing Class Counsel, Directing Issuance of
 Notice to the Class, Scheduling a Fairness Hearing, and Issuing Related Orders," (Docket No 38,
 filed April 25, 2013).

4. "Defendant Barbara's Bakery, Inc.'s Motion for Preliminary Approval of Class Action Settlement and Request for Preliminary Injunction," (Docket No. 39, filed April 26, 2013).

April 26, 2013

By: Clement Hym/smc Clement L. Glynn (pro hac vice)

James M. Hanlon, Jr. (pro hac vice)

GLYNN & FINLEY, LLP

One Walnut Creek Center

100 Pringle Avenue, Suite 500

Walnut Creek, California 94596

Telephone:

(925) 210-2800

Email:

cglynn@glynnfinley.com

jhanlon@glynnfinley.com

Barbara A. Lukeman 437 Madison Avenue

New York, New York 10022

Telephone:

(212) 940-3104

Email:

blukeman@nixonpeabody.com

Attorneys for Defendant Barbara's Bakery, Inc.

Attachment 1

I					
1 2 3 4 5	TINA WOLFSON, SBN 174806 twolfson@ahdootwolfson.com ROBERT AHDOOT, SBN 172098 rahdoot@ahdootwolfson.com AHDOOT & WOLFSON, PC 10850 Wilshire Boulevard, Suite 370 Los Angeles, California 90024 Tel: 310-474-9111; Fax: 310-474-8585				
6	Counsel for Plaintiff, Richard W. Trammell				
7 8 9 10 11 12	GLYNN & FINLEY, LLP				
13 14	UNITED STATES DISTRICT COURT				
15	NORTHERN DISTRICT OF CALIFORNIA				
16	NORTHERN DIS	TRICT OF CALIFORNIA			
17	RICHARD W. TRAMMELL,	Case No. 3:12-cv-02664-CRB			
18 19	v.	SETTLEMENT AGREEMENT			
20	DARDARA S BARER I, INC., et at.,	Honorable Charles R. Breyer, Presiding			
21	Defendants.	Complaint Filed: May 23, 2012			
22					
23					
24					
2526					
20 27					
28					
-0					
	3:12-cv-02664-CRB: SETTLEMENT AGREEMENT				

1 TABLE OF CONTENTS 2 3 **Page** 4 5 INTRODUCTION......1 I. 6 II. DEFINITIONS......4 7 III. 8 IV. V. 10 REQUESTS FOR EXCLUSION......27 VI. 11 OBJECTIONS TO SETTLEMENT AND APPEARANCE VII. 12 AT FAIRNESS HEARING27 13 VIII. 14 ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL IX. 15 PLAINTIFF AWARDS31 16 PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND X. RELATED ORDERS32 17 MODIFICATION OR TERMINATION OF THIS AGREEMENT......34 18 XI. 19 GENERAL MATTERS AND RESERVATIONS......37 XII. 20 21 22 23 24 25 26 27 28 3:12-cv-02664-CRB: SETTLEMENT AGREEMENT

TABLE OF EXHIBITS **Document Exhibit Number**

IT IS HEREBY STIPULATED AND AGREED, by, between and among Plaintiff Richard Trammell ("Plaintiff") and Defendant Barbara's Bakery, Inc. ("Defendant" or "Barbara's Bakery"), with all terms as defined below, through their duly-authorized counsel, that the above-captioned action, *Trammell v. Barbara's Bakery, Inc.*, No. 3:12-cv-02664 (N.D. Cal.), and the matters raised therein, are settled and judgment shall be entered on the terms and conditions set forth in this Settlement Agreement and the release set forth herein, subject to the approval of the Court.

I. <u>INTRODUCTION</u>

- A. Plaintiff's national class action complaint (including subsequent amendments thereto) in the instant case, entitled *Trammell v. Barbara's Bakery, Inc.*, No. 3:12-cv-02664, and initially filed on May 23, 2012, in the United States District Court for the Northern District of California (the "Action"), alleges, *inter alia*, that Barbara's Bakery manufactured, marketed, and sold various food, cereals, and snack products (collectively, the "Eligible Products"). The Action alleges that through a nationwide advertising campaign, Barbara's Bakery sold its products by advertising that they were "All Natural." Plaintiff challenged these advertisements, asserting, *inter alia*, that Defendant's products are not "All Natural" in that they contain ingredients that are synthetic, and/or artificial, and/or ingredients containing and/or derived from Genetically Modified Organisms ("GMO"). Plaintiff alleged that Barbara's Bakery violated the California Unfair Competition Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"), False Advertising Law, Bus & Prof. Code §17500, *et seq.* ("FAL"), Consumer Legal Remedies Act, Civil Code § 1750, *et seq.* ("CLRA") and constituted a breach of an express warranty.
- B. Plaintiff, as settlement class representative, believes that the claims settled herein have merit. However, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeal, and ancillary actions. They have also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delay inherent in such litigation. They believe that the settlement set forth in this Agreement confers substantial benefits upon the Class Members. Based upon their evaluation, they have determined that the settlement set forth in this Agreement is fair, reasonable and adequate and in the best interest of the settlement class.

- C. Defendant has denied and continues to deny all liability with respect to any and all of the claims alleged in the Action or the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any conduct, acts, or omissions alleged in the Action. Defendant's willingness to resolve the Action on the terms and conditions embodied in this Agreement is based on, *inter alia*: (i) the time and expense associated with litigating this Action through trial and any appeals; (ii) the benefits of resolving the Action, including limiting further expense, inconvenience, and distraction, disposing of burdensome litigation, and permitting Defendant to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risk inherent in any litigation.
- D. Before entering into this Agreement, Class Counsel conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts and allegations to assess the merits of the claims and potential claims to determine the strength of both defenses and liability sought in the Action.
- E. Class Counsel obtained extensive class discovery, including voluminous documents and electronic information. Plaintiff, through Class Counsel, thoroughly reviewed the documents obtained, the materials available electronically, and conducted detailed interviews of witnesses. In particular, Plaintiff obtained discovery, regarding the Eligible Products in the following categories: (i) label design and product formulation; (ii) marketing, advertising, media, and public relations; and (iii) financial information. In total, Plaintiff obtained over thirty (30) banker's boxes of documents and approximately seventy (70) Gigabytes (GB) of data through discovery. In addition, Class Counsel conducted interviews of primary Barbara's Bakery's corporate witnesses who have been involved with the Eligible Products to address the following subjects: (i) sales and marketing; (ii) labeling; (iii) finance; (iv) document collection and retention; and (v) Barbara's Bakery's efforts to eliminate GMO ingredients from its products.
- F. This Agreement is the product of extensive, arms-length, and vigorously-contested settlement discussions. After numerous settlement discussions between counsel, the Parties engaged in two (2) mediation sessions with the Honorable Eugene F. Lynch (Ret.) of JAMS, and continued lengthy and months long negotiations thereafter. Before and during settlement discussions, the Parties

had an arm's length exchange of sufficient information to permit Plaintiff and Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

- G. Based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiff and Class Counsel, on behalf of Plaintiff and the other members of the proposed Class, have agreed to settle the Action pursuant to the provisions of this Agreement, after considering, among other things: (1) the substantial benefits to the Class Members under the terms of this Agreement; (2) the risks, costs and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating this Agreement promptly in order to provide effective relief to the Class Members.
- H. Barbara's Bakery has vigorously denied and continues to dispute all of the claims and contentions alleged in the Action. Barbara's Bakery expressly denies any and all wrongdoing alleged in the pleadings and does not admit or concede any actual or potential fault, wrongdoing, liability, or damage of any kind to Plaintiff and the putative class or in connection with any facts or claims that have been or could have been alleged against it in the Action. Barbara's Bakery further denies that it acted improperly or wrongfully in any way, and believes that the Action has no merit. Even though Barbara's Bakery expressly denies any wrongdoing, Barbara's Bakery considers it desirable for these cases to be settled and dismissed, because this Settlement will finally put Plaintiff's claims and the underlying matters to rest and will avoid the substantial expense, burden, and uncertainty associated with the continued litigation of these claims.
- I. Barbara's Bakery has agreed to class action treatment of the claims alleged in the Action solely for the purpose of compromising and settling those claims on a class basis as set forth herein;
- J. This Agreement, any negotiations, proceedings, or documents related to the Agreement, its implementation, or its judicial approval (as well as the fact of this Agreement and any acts or documents related to the Agreement or its implementation) cannot be asserted or used by any person to support a contention that class certification is proper or improper or that liability does or does not

exist, or for any other reason, in the above-captioned action or in any other proceedings; provided, however, that Class Members, Class Counsel, Defendant, other related persons, and any person who is a beneficiary or a release set forth herein, may reference and file this Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or proceeding, in connection with the implementation or enforcement of its terms (including but not limited to the releases granted therein, or any dispute related thereto). Nothing in this Agreement, nor in any court order approving this Agreement, shall be construed as a criticism or an endorsement of the Eligible Products.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that: (a) the Action be fully and finally compromised, settled and released upon final settlement approval by the Court after the hearings as provided for in this Agreement; and (b) upon such approval by the Court, a Final Order and Final Judgment, substantially in the form attached hereto as Exhibits "3" and "4," respectively, be entered dismissing the Action with prejudice upon the following terms and conditions of this Agreement.

II. <u>DEFINITIONS</u>

- A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:
- 1. "Action" means the lawsuit entitled *Trammell v. Barbara's Bakery, Inc.*, No. 3:12-cv-02664 (N.D. Cal.).
- "Agreement" or "Settlement" means this Settlement Agreement and its exhibits, attached hereto or incorporated herein, including any subsequent amendments agreed to by the Parties and any exhibits to such amendments.
- 3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to Class Counsel from Defendant to compensate Plaintiff's Counsel for their fees and expenses in connection with the Action and the Settlement, as described in Section IX of this Agreement.
 - 4. "Barbara's Bakery" means Defendant, Barbara's Bakery, Inc.
- 5. "Barbara's Bakery's Counsel" or "Defendant's Counsel" means Glynn & Finley, LLP.

- 16. "Court" means the United States District Court for the Northern District of
- California.

27

1	17. "Eligible Products" or "Eligible Product" means any of the following Barbara's				
2	Bakery products, of any size, purchased by Class Members during the Class Period:				
3	a. Cereals:				
4	i.	BROWN RICE CRISPS (Fruit Juice Sweetened flavor);			
5	ii.	CORN FLAKES (Fruit Juice Sweetened flavor);			
6	iii.	HIGH FIBER (Cranberry, Flax & Granola, or Original flavors);			
7	iv.	HOLE 'N OATS (Fruit Juice Sweetened or Honey Nut flavors);			
8	v.	HONEST O'S (Honey Nut, Multigrain, or Original flavors);			
9	vi.	ORGANIC APPLE CINNAMON O'S;			
10	vii.	ORGANIC BREAKFAST O'S;			
11	viii.	ORGANIC BROWN RICE;			
12	ix.	ORGANIC BROWN RICE CRISPS;			
13	х.	ORGANIC CORN FLAKES;			
14	xi.	ORGANIC CRISPY WHEATS;			
15	xii.	ORGANIC HONEY CRUNCH 'N OATS;			
16	xiii.	ORGANIC HONEY NUT O'S;			
17	xiv.	ORGANIC SNACKIMALS CEREAL (Cinnamon Crunch or Vanilla			
18	Blast flavors);				
19	XV.	ORGANIC WILD PUFFS (Caramel, Cocoa, Cocoa Grahams, Fruity			
20	Punch, Honey Puffs, or Original flavors);				
21	xvi.	PUFFINS (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice,			
22	Multigrain, Peanut Butter, Peanut Butter & Chocolate, or Original flavors);				
23	xvii.	PUFFIN PUFFS (Crunchy Cocoa or Fruit Medley flavors);			
24	xviii.	SHREDDED OATS (Cinnamon Crunch, Blueberry Burst,			
25	Multigrain, Original, Shredded Wheat, or Vanilla Almond flavors);				
26	xix.	SHREDDED WHEAT;			
27	XX.	SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);			
28	xxi.	SHREDDED MINIS (Blueberry Burst flavor); 6			
	3:12-cv-026	664-CRB: SETTLEMENT AGREEMENT			

1			xxii.	TOASTED OATMEAL FLAKES (Original flavor); and	
2			xxiii.	ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High	
3	Fiber, or Pomegranate flavors).				
4	b. Cereal Bars:				
5			i.	MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry,	
6	Cherry, Original, Raspberry, Strawberry, or Triple Berry flavors);				
7			ii.	FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple,	
8	Cherry Apple, Strawberry Apple, or Traditional flavors);				
9			iii.	PUFFINS CEREAL AND MILK BARS (Blueberry Yogurt, French	
10	Toast, Peanut Butter Chocolate Chip, or Strawberry Yogurt flavors).				
11		c.	Chees	e Puffs:	
12			i.	BAKED CHEESE PUFFS (Original or White Cheddar flavors); and	
13			ii.	CHEESE PUFFS (Jalapeno or Original flavors).	
14		d.	Fig Ba	nrs:	
15			i.	FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry,	
16	Traditional, Wheat Free or Whole Wheat flavors).				
17		e.	Granola Bars:		
18			i.	CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat &	
19	Honey, Peanut Butter, or Toasted Almond flavors).				
20		f.	Snack	imals Animal Cookies:	
21			i.	SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double	
22				Chocolate, Peanut Butter, Oatmeal, Vanilla, or Snickerdoodle	
23				flavors).	
24		g.	Organ	ic Mini-Cookies:	
25			i.	ORGANIC MINI COOKIES (Chocolate, Ginger, or Oatmeal flavors)	
26		h.	Snack	Mixes:	
27			i.	BRUSCHETTA SNACK MIX;	
28			ii.	HONEY CINNAMON SNACK MIX; 7	
	3:12-cv-02664-CRB: SETTLEMENT AGREEMENT				

1	iii. Honey Mustard Snack Mix; and		
2	iv. Salsa Snack Mix.		
3	i. Crackers:		
4	i. Crisp Cookies (Chocolate Chip, Double Dutch Chocolate Chip,		
5	Old Fashioned Oatmeal, or Traditional Short Bread flavors);		
6	ii. Go Go Grahams (Chocolate, Cinnamon, Honey, or Lemon		
7	Ginger flavors);		
8	iii. Pizza and Cheese Bites;		
9	iv. RITE LITE ROUNDS (Original, Poppy Seed, or Tamari Sesame		
10	flavors); and		
11	v. Wheatines (Cracked Pepper, Original or Sesame flavors).		
12	18. "Fairness Hearing" means the hearing at or after which the Court shall make a		
13	final decision whether to approve this Agreement as fair, reasonable, and adequate. The Parties shall		
14	request that the Court schedule the Fairness Hearing for a date that is in compliance with the		
15	provisions of 28 U.S.C. §1715(d), but no later than one hundred eighty-five (185) calendar days, after		
16	entry of Preliminary Approval Order.		
17	19. "Final Order and Final Judgment" means the Court's order approving the		
18	Settlement and this Agreement, as described in Section X of this Agreement, which is to be		
19	substantially in the forms attached as Exhibits 3 and 4, respectively, to this Agreement.		
20	20. "Final Settlement Date" means the date on which the Final Order and Final		
21	Judgment approving this Agreement becomes final. For purposes of this Agreement:		
22	a. if no appeal has been taken from the Final Order and Judgment, "Final		
23	Settlement Date" means the date on which the time to appeal therefrom has expired; or		
24	b. if any appeal has been taken from the Final Order and Final Judgment,		
25	"Final Settlement Date" means the date on which all appeals therefrom, including petitions for		
26	rehearing or re-argument, petitions for rehearing en banc and petitions for certiorari or any other form		
27	of review, have been finally disposed of in a manner that affirms the Final Order and Judgment; or		
28	c. if the Class Counsel and Defendant agree in writing, "Final Settlement 8		
	3·12-cv-02664-CRR· SETTLEMENT AGREEMENT		

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

- "Notice Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that Kinsella Media, LLC shall be retained to design, consult on, and implement the notice and related requirements
- "Parties" means Plaintiff and Barbara's Bakery, collectively, as each of those
 - 23. "Plaintiff" means Richard W. Trammell.
- 24. "Plaintiff's Counsel" means counsel for the Plaintiff in the Action, who are: Ahdoot & Wolfson, PC.
- 25. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement as outlined in Section X of this Agreement and should be substantially in the form attached as Exhibit 5 to this Agreement.
- 26. "Release" means the release and waiver set forth in Section VIII of this Agreement and in the Final Order and Final Judgment.
- 27. "Released Parties" means Barbara's Bakery, its past and present officers, directors, employees, stockholders, agents, attorneys, administrators, parent (The Weetabix Company, Inc. and Weetabix Limited), successors, subsidiaries, suppliers, distributors, assigns, affiliates, jointventures, partners, members, divisions, predecessors, authorized retailers, resellers, and wholesalers of Eligible Products for resale.
- 28. "Settlement Administrator" means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that Rust Consulting, Inc. shall be retained to implement the mailed notice, the website, claim review and related requirements of this Agreement, subject to the Court's approval.
- "Settlement Claim Procedures and Claim Calculation Protocol" means the 29. protocol attached hereto as Exhibit 7.
- "Settlement Fund" means the Four Million Dollars (\$4,000,000.00) that 30. Barbara's Bakery will pay or cause to be paid, pursuant to the terms of Section IV.A of this

- 31. "Settlement Fund Balance" means the balance remaining in the Settlement Fund after payment of (i) all costs of notice and administration (including the Initial Deposit and Period Payments as defined in Section IV.A.1 herein), (ii) the Incentive Award (as defined in Section IX.F herein) to the representative Plaintiff, and (iii) the Attorneys' Fees and Expenses.
- 32. "Summary Settlement Notice" means the Summary Class Notice to be disseminated by publication substantially in the form of Exhibit 6 attached to this Agreement.
- 33. "Synthetic Ingredients" means an ingredient that is formulated or manufactured by a chemical (or biochemical) process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, including but not limited to the following: allegedly synthetic ingredients identified in Plaintiff's Second Amended Complaint, Annatto, Ascorbic Acid, Calcium Carbonate, Ferric Orthophosphate, Fructooligosaccarides, Nutra Flora, Retinyl Palmitate, Tocopherols, Vitamin D3 and "Dehydrated Cane Juice."
- B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.
 - C. The terms "he or she" and "his or her" include "it" or "its" where applicable.

III. CERTIFICATION OF THE SETTLEMENT CLASS

Barbara's Bakery, while continuing to deny that the Action meets the requisites for class certification under Fed. R. Civ. P. 23 for any purpose other than settlement, consents, solely for purposes and in consideration of the Settlement, to the certification of the settlement Class, to the appointment of Class Counsel, and to the conditional approval of Plaintiff as a suitable representative of the Class. The certification of the settlement Class, the appointment of Plaintiff as the class representative, and the appointment of Plaintiff's Counsel to act as Class Counsel, shall be binding only with respect to this Settlement and this Agreement. If the Court fails to approve this Agreement and the Settlement proposed herein is terminated, cancelled, or fails to become effective for any reason whatsoever, this class certification, to which the Parties have stipulated solely for the purposes and in consideration of the Settlement of this Action, this Agreement, and all the provisions of the Preliminary Approval Order,

shall be vacated by their own terms, and the litigation of the Action shall revert to its status with respect to class certification as it existed prior to the date of this Agreement. In that event, Barbara's Bakery shall retain all rights it had immediately preceding the execution of this Agreement to object to the maintenance of the Action as a class action, and in that event, nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Action may properly be maintained as a class action under applicable law.

IV. SETTLEMENT CONSIDERATION

Settlement relief shall consist of three components: (1) refunds to Class Members who submit valid Claims; (2) Defendant's agreement to change its labeling and advertising to omit the terms "all natural," "no artificial additives," "no artificial preservatives," and "no artificial flavors;" and (3) certain conduct changes implemented by Barbara's Bakery relating to the use of ingredients that contain GMO in certain Barbara's Bakery's products.

A. Settlement Fund:

- 1. Barbara's Bakery agrees to pay or cause to be paid the sum of Four Million Dollars and No Cents (\$4,000,000.00) as follows:
- a. <u>Initial Deposit</u>: Within five (5) calendar days after the entry of the Preliminary Approval Order, the sum of Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) ("Initial Deposit") to the Settlement Administrator, for the initial notice and administration expenses that are likely to be incurred. This deadline may be extended by mutual consent of the Parties.
- b. <u>Periodic Payment(s)</u>: Within ten (10) calendar days after the submission of any reasonable invoice submitted by the Settlement Administrator and / or Notice Administrator, and approved by Class Counsel and Defense Counsel, the sum of said approved invoice to the Settlement Administrator or Notice Administrator, as applicable. ("Periodic Payment(s)").
- c. <u>First Fee Payment</u>: Funding for the payment of the First Fee Payment (as this term is defined in Section IX.C) shall be made in accordance with Section IX of this Agreement.

 The deadline may be extended by mutual consent of the Parties.

- d. <u>Settlement Fund Balance Payment</u>: Within ten (10) calendar days after the Final Settlement Date, Defendant shall pay or cause to be paid to the Class Action Class Administrator an amount equal to the Settlement Fund Balance to be used for the payment of Class Member Claims.
- e. <u>Final Fee Payment</u>: Funding for the payment of the Final Fee Payment (as this term is defined in Section IX.E) shall be made in accordance with Section IX of this Agreement. The deadline may be extended by mutual consent of the Parties.
- f. <u>Incentive Award Payment</u>: Funding for the payment of the Incentive Award (as this term is defined in Section IX.F) shall be made in accordance with Section IX of this Agreement. The deadline may be extended by mutual consent of the Parties.
- 2. Settlement Fund proceeds shall be used for the payment of: (a) the costs and expenses that are associated with disseminating the notice to the Class, including, but not limited to, the Class Notice and the Summary Settlement Notice; (b) the costs and expenses associated with the administration of the Settlement; (c) timely, valid, and approved Claims submitted by Class Members pursuant to the Claim Process; (d) the Residual Funds, if any, pursuant to Section IV.D.3 of this Agreement; (e) payment of the Attorneys Fees and Expenses; and (f) payment of the Incentive Award to the Plaintiff. Class Counsel must approve any payment of costs or expenses under subsections (a) and (b) of this paragraph. Approval and payment of Claims under subsection (c) of this paragraph shall be in accordance with the terms and conditions of this Agreement and the Settlement Claim Procedures and Claim Calculation Protocol. Payment of Attorneys Fees and Expenses under subsection (e) of this paragraph and the Incentive Award under subsection (f) of this paragraph shall be in accordance with Section IX of this Agreement and subject to Court approval.
- 3. Barbara's Bakery shall not be liable for payment of any costs, expenses, or Claims authorized under this paragraph beyond its deposit or payment of the full amount of the Settlement Fund as provided in this Agreement. The Parties agree that the Settlement Fund and Barbara's Bakery payment of Four Million Dollars and No Cents (\$4,000,000.00) is the full extent of Barbara's Bakery cash payment obligation under this Agreement. This payment, pursuant to the terms and conditions of this Agreement, and any other non-monetary obligations of and considerations due

from Barbara's Bakery set forth in this Agreement, will be in full satisfaction of all individual and class claims asserted in the Action.

B. <u>Claim Form Submission, Review, and Administration of the Settlement:</u>

- 1. Class Members may submit a Claim through the Claim Process during the Claim Period and the Settlement Administrator shall review and process the Claim pursuant to this Agreement and the Settlement Claim Procedures and Claim Calculation Protocol, which is attached as Exhibit 7 to this agreement. As part of the Claim Process, Class Members shall be eligible for the relief provided in this Agreement, provided Class Members complete and timely submit the Claim Form, which shall be included with the Class Notice, to the Settlement Administrator within the Claim Period, except as otherwise provided in this Agreement and the Settlement Claim Procedures and Claim Calculation Protocol.
- 2. As further specified in the Settlement Claim Procedures and Claim Calculation Protocol, the Claim Form shall advise Class Members that the Settlement Administrator has the right to request verification of the purchase of Eligible Products, including, but not limited to, documentation demonstrating purchase of any and all of the Eligible Products during the Class Period. If the Class Member does not timely comply and/or is unable to produce documents to substantiate and/or verify the information on the Claim Form and the Claim is otherwise not approved, the Claim shall be disqualified.
- 3. Each Class Member shall submit a Claim Form stating to the best of their knowledge the total amount of their purchases of the Eligible Products. The Claim Form shall be signed under an affirmation, substantially in the following language: "I declare or affirm, under penalty of perjury, that the information in this claim form is true and correct to the best of my knowledge and that I purchased the amount of the Eligible Product(s) claimed above during the Claim Period. I understand that my claim form may be subject to audit, verification and Court review." Claim Forms will be: (a) included on the Settlement website to be designed and administered by the Settlement Administrator; and (b) made readily available from the Settlement Administrator, as provided in the Preliminary Approval Order. In the event a Class Member submits an otherwise valid Claim Form, but fails to indicate the amount of his/her purchases of the Eligible Products during the

4

3

5 6

8

9

7

10 11

12 13

14

15

16

17

18

19

20 21

22 23

24

25 26

27

28

Class Period, as requested by the Claim Form, that Class Member will be entitled to the minimum payment amount available to eligible Class Member pursuant to Section IV.C.1.

- 4. The Settlement Administrator shall provide periodic updates to Class Counsel and to Barbara's Bakery regarding Claim Form submissions beginning within seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice and continuing on a monthly basis thereafter.
- 5. The Settlement Administrator shall begin to pay timely, valid, and approved Claims commencing no later than one hundred and twenty (120) calendar days after the close of the Claim Period so long as this period is after the Final Settlement Date, or sooner upon Barbara's Bakery and Plaintiff's Counsel's joint direction, but not before the issuance of the Court's Final Order and Final Judgment approving the Settlement. In the event the Final Settlement Date falls after the close of the Claim Period, then the Settlement Administrator shall begin to pay timely, valid, and approved Claims commencing no later than one hundred and twenty (120) calendar days after the Final Settlement Date. The Settlement Administrator shall have completed the payment to Class Members who have submitted timely, valid and approved Claims pursuant to the Claim Process no later than one hundred sixty (160) calendar days after either the Final Settlement Date or the close of the Claim Period, whichever is later.

C. Relief Available to Class Members

- 1. The relief to be provided to each eligible Class Member, who submits a Claim Form pursuant to the terms and conditions of this Agreement, shall be determined as follows:
- Class Members whose total purchases of any of the Eligible Products a. during the Class Period amount to more than One Hundred Dollars (\$100), are entitled to a payment of One Hundred Dollars (\$100) subject to the adjustments set forth in Section IV.D.
- b. Class Members whose total purchases of any of the Eligible Products during the Class Period amount to more than Seventy-Five Dollars (\$75), up to and including One Hundred Dollars (\$100), are entitled to a payment of Seventy-Five Dollars (\$75) subject to the adjustments set forth in Section IV.D.
 - Class Members whose total purchases of any of the Eligible Products c.

during the Class Period amount to more than Fifty Dollars (\$50), up to and including Seventy-Five Dollars (\$75), are entitled to a payment of Fifty Dollars (\$50) subject to the adjustments set forth in Section IV.D.

- d. Class Members whose total purchases of any of the Eligible Products during the Class Period amount to more than Twenty-Five Dollars (\$25), up to and including Fifty Dollars (\$50), are entitled to a payment of Twenty-Five Dollars (\$25) subject to the adjustments set forth in Section IV.D.
- e. Class Members whose total purchases of any of the Eligible Products during the Class Period amount to more than Ten Dollars (\$10), up to and including Twenty-Five Dollars (\$25), are entitled to a payment of Ten Dollars (\$10) subject to the adjustments set forth in Section IV.D.
- f. Class Members whose total purchases of any of the Eligible Products during the Class Period amount to Ten Dollars (\$10) or less (but more than zero (\$0)), are entitled to a payment of Five Dollars (\$5) subject to the adjustments set forth in Section IV.D.

D. <u>Adjustments and Remaining Funds</u>

- 1. If the total of the timely, valid and approved Claims submitted by Class Members exceeds the available relief, minus any fees, payments, and costs set forth in this Agreement, each eligible Class Member's Initial Claim Amount shall be reduced on a *pro rata* basis, such that the aggregate value of the cash payments does not exceed the Settlement Fund Balance. The Settlement Administrator shall determine each authorized Class Member's *pro rata* share based upon each Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Class Member will not be determined until after the Claim Period has ended and all Claims Forms have been received, and may not be determined until after the Final Settlement Date.
- 2. In no event shall an individual Class Member's recovery amount exceed the individual recovery amounts specified in Section IV.C.
- 3. If there are any funds remaining in the Settlement Fund Balance from the claim program, including, but not limited to, any funds remaining in the Settlement Fund Balance after all Claims have been paid or un-cashed distributions made payable to eligible Class Members ("Residual").

27

28

Funds"), the Settlement Administrator shall equally distribute the Residual Funds to the following non-profit organizations: Consumers Union (www.consumersunion.org) and Action for Healthy Kids (www.actionforhealthykids.org). The Residual Funds will not be returned to Defendant. Defendant represents and warrants that any payment of Residual Funds to any charities, non-profit organizations, or government entit(ies) shall not reduce any of its donations or contributions to any entity, charity, charitable foundation or trust, and / or non-profit organization. To be eligible to receive funds from the Residual Funds, each of the foregoing non-profit organizations must declare that they will not use the Residual Funds they receive (if any) for litigation or lobbying purposes.

E. Agreement to Change Product Labeling

1. In addition to the relief discussed above, as part of this Agreement and as a result of the Action and the efforts of Plaintiff and Plaintiff's Counsel, within three (3) months after the Final Settlement Date or by March 1, 2014, whichever is later, Barbara's Bakery shall (i) modify the labeling of the Eligible Products so that they no longer contain "all natural," "no artificial additives," "no artificial preservatives" or "no artificial flavors" statements on the product labeling; (ii) not refer to or represent any of its products that contain GMO, Synthetic Ingredients, artificial ingredients, or artificial flavors, including all of the Eligible Products, as "all natural," "no artificial additives," "no artificial preservatives" or "no artificial flavors" either on the given product's label or any media or advertising, including Barbara's Bakery's website; and (iii) Barbara's Bakery shall effect the relabeling of all Barbara's Bakery's products that contain GMO, Synthetic Ingredients, artificial ingredients, or artificial flavors, including all of the Eligible Products, to eliminate any "all natural," "no artificial additives," "no artificial preservatives" or "no artificial flavors" references and redesign the label to eliminate the use of the "All Natural" language on any Barbara's Bakery's product, including any of the Eligible Products. For the purposes of this Agreement, sales of Eligible Products already in inventory prior to the Final Settlement Date or March 1, 2014, whichever is later, shall not constitute a violation of this Agreement. Nothing in this provision shall be construed as preventing Barbara's Bakery from advertising and/or labeling its products that do not contain GMO, Synthetic Ingredients, artificial ingredients, and artificial flavors as "all natural," "no artificial additives," "no artificial preservatives" or "no artificial flavors," respectively. In addition, Barbara's Bakery shall

28

make no claims (on a product label or otherwise) to the effect that any Barbara's Bakery product does not contain GMO, except as allowed by the Non-GMO Project or substantially similar and independent non-GMO certifying organization, and only for any given product that has been approved and / or verified by the Non-GMO Project's verification program or substantially similar and independent certifying organization's Non-GMO verification program. Nothing contained herein shall prohibit Defendant from disclosing that any given product contains GMO ingredients either on a product label or otherwise, or require Defendant to disclose that a product contains GMO on product labels or advertisements.

- 2. Nothing in this Agreement shall prevent Defendant from implementing the changes referenced in this paragraph prior to the Final Settlement Date or prior to March 1, 2014.
- 3. Nothing in this Agreement shall prevent Defendant from making "natural flavor" claims in accordance with applicable U.S. Food and Drug Administration ("FDA") regulations.
- 4. The terms and requirements of the relief described in Section IV.E.1 shall expire on the earliest of the following dates: (i) three (3) years after the Final Settlement Date; or (ii) the date upon which there are changes to any applicable statute, regulation, or other law that Defendant reasonably believes would require a modification to any of the product labeling in order to comply with the applicable statute, regulation, or law; or (iii) the date upon which there are any changes to any applicable federal or state statutes or regulations that would allow Defendant to label products that contain GMO, Synthetic Ingredients, and /or artificial flavor and ingredients to be labeled "all natural," "no artificial additives," "no artificial preservatives" or "no artificial flavors," including, but not limited to, changes in FDA, Federal Trade Commission, U.S. Department of Agriculture and other applicable government agencies' regulations, guidances or pronouncements. Plaintiff and his counsel agree that this Agreement does not preclude Defendant from making further disclosures or any labeling changes that (i) Defendant reasonably believes is necessary to comply with any statute, regulation, or other law of any kind (including but not limited to the Federal Food, Drug, and Cosmetic Act, FDA regulations, and/or the California Sherman Food, Drug, and Cosmetic Law); or (ii) are necessitated by product changes and/or reformulations to ensure that Defendant provides accurate product descriptions.

F. Elimination of GMO Ingredients From Certain Eligible Products

- 1. In addition to the relief discussed above, Barbara's Bakery represents and warrants that it has eliminated the use of GMO ingredients, in accordance with the Non-GMO Project Standard (a copy of which is attached hereto as Exhibit 9 and available at http://www.nongmoproject.org/product-verification/non-gmo-project-standard/ (last visited April 15, 2013) (the "Non-GMO Project Standard"), in the following Eligible Products: Brown Rice Crisps Cereal (Fruit Juice Sweetened flavor), CORN FLAKES Cereal (Fruit Juice Sweetened), Honest O's Cereal (Honey Nut, Multigrain and Original flavors), Puffins Cereal (Multigrain), Organic SNACKIMALS CEREAL (Cinnamon Crunch and Vanilla Blast flavors, Shredded Oats Cereal (Blueberry Burst, Cinnamon Crunch, Shredded Wheat, and Vanilla Almond flavors), and SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Oatmeal, Peanut Butter, Snickerdoodle and Vanilla flavors) (collectively the "First Group of Non-GMO Products"). Barbara's Bakery represents and warrants that the First Group of Non-GMO Products were approved by the Non-GMO Project's (www.nongmoproject.com) Verification Program.
- 2. In addition to the relief discussed above, Barbara's Bakery represents and warrants that it has and will make continuing reasonable efforts to eliminate the use of GMO ingredients, in accordance with the Non-GMO Project Standard, in the following Eligible Products: Puffins (Honey Rice flavor), Toasted Oatmeal Flakes (Original flavor), Snackimals Animal Cookies (Double Chocolate flavor) (collectively, the "Second Group of Non-GMO Products"). Barbara's Bakery represents and warrants that it has submitted the Second Group of Non-GMO Products for approval to the Non-GMO Project's Product Verification Program. Barbara's Bakery anticipates that the Second Group of Non-GMO Project by August 2013.
- 3. In addition to the relief discussed above, Barbara's Bakery represents and warrants that as of the date of this Agreement, Barbara's Bakery is in the process of eliminating GMO ingredients, in accordance with the Non-GMO Project Standard, from the following Eligible Products: HIGH FIBER Cereal (Cranberry, Flax & Granola, and Original flavors), PUFFINS Cereal (Cinnamon, Original, Peanut Butter, and Peanut Butter & Chocolate flavors), PUFFINS PUFFS Cereal (Cocoa

Crunch and Fruit Medley flavors), and FIG BARS (Multigrain, Raspberry and Whole Wheat flavors) (collectively, the "Third Group of Non-GMO Products"). Barbara's Bakery represents and warrants that it intends to submit the Third Group of Non-GMO Products for approval to the Non-GMO Project's Product Verification Program. Barbara's Bakery agrees to employ reasonable efforts to obtain the Non-GMO Project's approval for the Third Group Non-GMO Products by the Final Settlement Date or by March 1, 2014, whichever is later.

V. NOTICE TO THE CLASS

- A. Duties of the Settlement Administrator and the Notice Administrator
- 1. The Parties shall jointly recommend and retain Rust Consulting, Inc. to be the Settlement Administrator and Kinsella Media, LLC to be the Notice Administrator to help implement the terms of this Agreement. Following the Court's preliminary approval of this Agreement and the Court's appointment of the proposed Settlement Administrator and the proposed Notice Administrator, the Notice Administrator shall disseminate notice to the Class as provided for in the Declaration of the Notice Administrator, substantially in the form attached as Exhibit 8 to this Agreement, as specified in the Preliminary Approval Order and in this Agreement, and in order to comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. The Settlement Administrator and Notice Administrator shall abide by the terms, conditions, and obligations of the Agreement, the Settlement Claim Procedures and Claim Calculation Protocol, and the Orders issued by the Court in this Action.
- 2. The Notice Administrator shall be responsible for, without limitation, consulting on and designing the notice to the Class via various forms of media, including implementing the media purchases. In particular, the Notice Administrator shall be responsible for: (a) arranging for the publication of the Summary Settlement Notice; (b) designing and implementing notice to the Class by various electronic media, including social media and electronic publications; (c) press releases, as discussed in the Declaration of the Notice Administrator attached as Exhibit 8 to this Agreement; (d) responding to requests from Class Counsel and/or Barbara's Bakery's Counsel; and (e) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2

- 3. The Settlement Administrator shall be responsible for, without limitation, dissemination of Class Notice by E-mail and mail, as provided in this Agreement, and implementing the terms of the Claim Process and related administrative activities that include communications with Class Members concerning the Settlement, Claim Process, and their options thereunder. In particular, the Settlement Administrator shall be responsible for: (a) printing, mailing, or arranging for the mailing of the Class Notice; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Class Notice returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) establishing a website that contains the Claim Form that can be completed and submitted on-line; (f) establishing a toll-free voice response unit to which Class Members may refer for information about the Action and the Settlement; (g) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and objections to the Settlement; (h) forwarding inquiries from Class Members to Class Counsel or their designee for a response, if warranted; (i) establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence; (j) reviewing Claim Forms according to the review protocols set forth in this Agreement and in the Settlement Claim Procedures and Claim Calculation Protocol, attached hereto as Exhibit 7; and (k) otherwise implementing and/or assisting with the claim review process and payment of the claims, pursuant to the terms and conditions of this Agreement.
- 4. The Notice Administrator and the Settlement Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Agreement.
- 5. Because the names of Class Members and other personal information about them will be provided to the Settlement Administrator and the Notice Administrator for purposes of providing cash benefits and processing opt out requests, the Settlement Administrator and the Notice Administrator will execute a confidentiality and non-disclosure agreement with Barbara's Bakery, Defense Counsel, and Class Counsel and will take all reasonable steps to ensure that any information provided to it by Class Members and/or the Parties will be used solely for the purpose of effecting this Settlement.

27

- 6. The Settlement Administrator and Notice Administrator shall administer the Settlement in accordance with the terms of this Agreement (including but not limited to the Settlement Claim Procedures and Claim Calculation Protocol, attached hereto as Exhibit 7) and, without limiting the foregoing, shall:
- a. Treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Agreement or by court order;
- b. Receive opt out and other requests from members of the Class to exclude themselves from the Settlement and provide to Class Counsel and Defense Counsel a copy thereof within seven (7) days of receipt. If the Settlement Administrator and/or Notice Administrator receive any exclusion forms or other requests from Class Members to exclude themselves from the Settlement after the deadline for the submission of such forms and requests, the Settlement Administrator and/or Notice Administrator shall promptly provide Class Counsel and Defense Counsel with copies thereof.
- c. Receive and maintain on behalf of the Court all correspondence from any Class Member regarding the Settlement.
- 7. If the Settlement Administrator and/or the Notice Administrator make a material or fraudulent misrepresentation to, or conceal requested material information from, Class Counsel, Barbara's Bakery, or Barbara's Bakery's Counsel, then the Party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator and/or the Notice Administrator, as applicable, immediately be replaced. If the Settlement Administrator and/or the Notice Administrator fail to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator and/or the Notice Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator and/or the Notice Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator and/or the Notice Administrator in good faith, and, if they are unable to do so, will refer the matter to the Court for resolution.

- 8. The Settlement Administrator shall begin accepting Claim Forms as they are submitted by Class Members for processing.
- 9. Not later than ten (10) calendar days before the date of the Fairness Hearing, the Settlement Administrator and Notice Administrator shall file with the Court: (a) a list of those persons who have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, methods and results of the notice program.
- 10. The Settlement Administrator shall promptly provide copies of any requests for exclusion, objections, and/or related correspondence to Class Counsel and Barbara's Bakery's Counsel.
- 11. No later than ten (10) calendar days after this Agreement is filed with the Court, Barbara's Bakery shall mail or cause the items specified in 28 U.S.C. §1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. §1715(a).
- 12. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and in accordance with the Claim Procedure and Claim Calculation Protocol, attached hereto as Exhibit 7.
- Agreement, neither seeks exclusion from the Class nor files a Claim Form, will not be entitled to receive any cash pursuant to this Stipulation of Settlement, but will be bound together with all Class Members by all of the terms of this Agreement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning the matters subject to the Release.
- 14. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Class Member's Claim Form for, among other reasons, the following:
- a. The Class Member failed to provide adequate support of their claim pursuant to a request of the Settlement Administrator;
 - b. The Class Member purchased products that are not covered by the terms

indicated on the envelope or mailer with the instructions set out in the Claim Form. In all other cases, the Claim Form shall be deemed to have been submitted when it is actually received by the Settlement Administrator.

- 17. Class Counsel and Defense Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.
- 18. All notification duties imposed by 28 U.S.C. §1715, including the corresponding expenses, shall be separate and in addition to any other obligation imposed herein.
- 19. Barbara's Bakery and the Released Parties are not obligated to (and will not be obligated to) compute, estimate, or pay any taxes on behalf of Plaintiff (or his counsel), any Class Member, Plaintiff's Counsel, the Notice Administrator and/or the Settlement Administrator.

B. Class Notice:

- 1. Dissemination of the Mailed Class Notice
- a. No later than five (5) calendar days after entry of the Preliminary Approval Order, Barbara's Bakery shall provide the Notice Administrator with the name, mailing address, and e-mail address of each reasonably identifiable Class Member that it possesses.
- b. Beginning not later than ten (10) calendar days after entry of the Preliminary Approval Order and to be substantially completed not later than twenty-five (25) calendar days after entry of the Preliminary Approval Order, and subject to the requirements of the Preliminary Approval Order and the Settlement Agreement, the Notice Administrator shall send the Class Notice by Electronic Mail ("E-Mail") to: (i) each reasonably identifiable Class Member's last known E-Mail address; and (ii) each appropriate State and Federal official, as specified in 28 U.S.C. §1715, and shall otherwise comply with Fed. R. Civ. P. 23 and any other applicable statute, law, or rule, including but not limited to, the Due Process Clause of the United States Constitution.
- c. No later than forty-five (45) calendar days after entry of the Preliminary Approval Order, the Notice Administrator shall send the Summary Settlement Notice by First Class U.S. Mail, proper postage prepaid, to each Class Member whose E-mail address returned a message as undeliverable, subject to the existence of such information as provided by Barbara's Bakery pursuant

to Section V.B.1.a of this Agreement.

3

2

4 5

6

7

8 9

10

11 12

13

14

15

16 17

18

19

20 21

22

23

24 25

26

27

- d. The Notice Administrator shall: (i) re-mail any Summary Settlement Notices returned by the United States Postal Service with a forwarding address that are received by the Notice Administrator; and (ii) by itself or using one or more address research firms, as soon as practicable following receipt of any returned Summary Settlement Notices that do not include a forwarding address, research any such returned mail for better addresses and promptly mail copies of the Summary Settlement Notice to the better addresses so found.
- Barbara's Bakery's Counsel shall provide to the Notice Administrator, e. within ten (10) business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has litigation against Barbara's Bakery that involves the Eligible Products. The Notice Administrator shall mail copies of the Class Notice to all such legal counsel. Barbara's Bakery will promptly direct the Notice Administrator to serve the Class Notice on counsel for any Class Members who subsequently initiate litigation, arbitration, or other proceedings against Barbara's Bakery relating to claims alleging events occurring during the Class Period, the Eligible Products, and/or otherwise involving the Release.
- 2. Contents of the Class Notice: The Claim Form and the Class Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibits 1 and 2, respectively, and shall advise Class Members of the following:
- General Terms: The Class Notice shall contain a plain and concise a. description of the nature of the Action and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to the Class and Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.
- b. Opt-Out Rights: The Class Notice shall inform Class Members that they have the right to opt out of the Settlement. The Class Notice shall provide the deadlines and procedures for exercising this right.
- Objection to Settlement: The Class Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Class

Notice shall provide the deadlines and procedures for exercising these rights.

- d. <u>Fees and Expenses</u>: The Class Notice shall inform Class Members about the amounts being sought by Plaintiff's Counsel as Attorneys' Fees and Expenses and the individual awards to Plaintiff, and that such amounts will be paid out of the Settlement Fund.
- e. <u>Consumer Information</u>: The Class Notice shall inform the Class Members that any information they provide may be submitted to a federal or state agency in the administration of this relief.
- f. <u>Claim Form</u>: The Class Notice shall include the Claim Form, which shall inform the Class Member that he or she must fully complete and timely return the Claim Form within the Claim Period to be eligible to obtain relief pursuant to this Agreement.
- C. The Summary Settlement Notice: The Notice Administrator shall have the publication of the Summary Settlement Notice substantially completed no later than ninety (90) calendar days after entry of the Preliminary Approval Order as described in the Declaration of the Notice Administrator, attached as Exhibit 8, and in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties. The form of Summary Settlement Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 6.
- D. Internet Web site: Prior to the dissemination of the Class Notice pursuant to Section V.B.1 to Section V.C, the Notice Administrator shall establish an Internet website, www.BarbarasBakerySettlement.com, that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The web site shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court. Banner ads on the Internet shall direct Class Members to the website.
- E. <u>Toll-Free Telephone Number</u>: Prior to the dissemination of the Class Notice pursuant to Section V.B.1 to Section V.C, the Notice Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Class Members.

VI. REQUESTS FOR EXCLUSION

A. Members of the Class may elect to opt out of the Class or the Settlement, relinquishing their rights to benefits hereunder. Members of the Class who opt out of the Settlement will not release their claims pursuant to this Agreement. Putative class members wishing to opt out of the Settlement must send to the Settlement Administrator by U.S. Mail a personally signed letter including their name and address, and providing a clear statement communicating that they elect to be excluded from the Class. Any request for exclusion or opt out must be postmarked on or before the opt out deadline date specified in the Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Barbara's Bakery's Counsel. The Settlement Administrator shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Fairness Hearing.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in the preceding Section VI.A shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, in the Action, even if he or she has litigation pending or subsequently initiates litigation against Barbara's Bakery relating to the claims and transactions released in the Action.

VII. OBJECTIONS TO SETTLEMENT AND APPEARANCE AT FAIRNESS HEARING

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to Plaintiff, must deliver to the Class Counsel identified in the Class Notice and to Barbara's Bakery's Counsel, and file with the Court (through the Court's Management / Electronic Case Files ("CM/ECF") or through any other method in which the Court will accept filings), no later than the objection deadline date specified in the Preliminary Approval Order, or as the Court otherwise may direct, a written statement of the objections, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention, any evidence or other

VIII. RELEASE AND WAIVER

- A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.
 - B. In consideration for the Settlement benefits described in this Agreement, Plaintiff and 28

information the Class Member wishes to introduce in support of the objections, and a statement of whether the Class Member intends to appear and argue at the Fairness Hearing. Class Members may do so either on their own or through an attorney retained at their own expense. The Parties shall request that the Court allow any interested party to file a reply to any objection, as described in this Section VII.A, no later than seven (7) calendar days before the Fairness Hearing.

- B. Any Class Member, including one who files and serves a written objection, as described in the preceding Section VII.A, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or any award to the individual Plaintiff. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of the Class Counsel identified in the Class Notice and to Barbara's Bakery's Counsel, and file said notice with the Court (through CM/ECF or through any other method in which the Court will accept filings), no later than the date specified in the Preliminary Approval Order, or as the Court may otherwise direct.
- C. Any Class Member who fails to comply with the provisions of Section VII.A above shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, in the Action.
- D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained therein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Claim Forms and other requirements contained in this Agreement.

28

the other members of the Class, on behalf of themselves, their heirs, guardians, assigns, executors, administrators, predecessors, and/or successors, will fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, any and all manner of claims, actions, causes of action, suits, rights, debts, sums of money, payments, obligations, reckonings, contracts, agreements, executions, promises, damages, liens, judgments, and demands of whatever kind, type or nature whatsoever, both at law and in equity, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, that arose during the Class Period, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiff or Class Members ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties that were or reasonably could have been alleged in the Action or in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action, including, but without in any way limiting the generality of the foregoing, arising from, directly or indirectly, or in any way whatsoever pertaining or relating to (1) the claims alleged in the Action, (2) any communications, disclosures, nondisclosures, representations, statements, claims, omissions, warnings, messaging, marketing, advertising, promotion, packaging, displays, brochures, sale, and/or resale by the Released Parties of the Eligible Products arising from or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action; (3) any claims for rescission, restitution, or unjust enrichment for all damages of any kind related to the purchase, sale, or marketing of the Eligible Products arising from or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action; (4) violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes related to the purchase, sale, or marketing of the Eligible Products arising from or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action; (5) any violation of the Uniform Commercial Code, any breaches of express, implied, and/or

any other warranties, any similar federal, state, or local statutes, codes related to the purchase, sale, or marketing of the Eligible Products arising from or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action; or (6) damages, costs, expenses, extra-contractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs related to the purchase, sale, or marketing of the Eligible Products arising from or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action.

- C. Notwithstanding the language in this section and/or this Agreement, the Plaintiff and the other members of the Class are not releasing (1) any claims of or relating to personal injury; and (2) any of Defendant's obligations pursuant to this Agreement.
- D. Plaintiff represents and warrants that he is the sole and exclusive owner of all claims that he is personally releasing under this Agreement. Plaintiff further acknowledges that he has not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action.
- E. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by Plaintiff's Counsel, or by Plaintiff or the Class Members.
- F. Plaintiff expressly understands and acknowledges, and all Class Members will be deemed by the Final Order and Final Judgment to acknowledge, that certain principles of law, including, but not limited to, Section 1542 of the Civil Code of the State of California, provide that "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." To the extent that anyone might argue that these principles of law are applicable, Plaintiff hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished and released

by Plaintiff and all Class Members.

G. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed in the Agreement.

H. Plaintiff and Defendant hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

IX. <u>ATTORNEYS' FEES AND EXPENSES</u>

IX. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARD

- A. Class Counsel agrees to make and Barbara's Bakery agrees not to oppose, an application for an award of Attorneys' Fees and Expenses in the Action that will not exceed an amount equal to twenty-five percent (25%) of the Settlement Fund (One Million Dollars (\$1,000,000), which shall be the sole aggregate compensation paid by Barbara's Bakery for Class Counsel representing the Class. The ultimate award of Attorneys' Fees and Expenses will be determined by the Court.
- B. The denial, downward modification, or failure to grant the request for Attorneys' Fees and Expenses shall not constitute grounds for modification or termination of this Agreement or the proposed Settlement. The Parties negotiated the amount of the Attorneys' Fees and Expenses to be sought by Class Counsel only after reaching an agreement upon the relief provided to the Class.
- C. Barbara's Bakery agrees to pay, and shall pay or cause to be paid, an initial payment to Class Counsel of seven-tenths (7/10) of the amount of Attorneys' Fees and Expenses awarded by the Court ("First Fee Payment"), within ten (10) calendar days after entry of the Court's order so awarding Attorneys' Fees and Expenses, notwithstanding any appeal, and upon service of a fully executed Stipulated Undertaking and Order by Class Counsel, substantively in the form attached hereto as Exhibit 10, to Barbara's Bakery's Counsel. The Stipulated Undertaking and Order shall provide that Class Counsel are jointly and severally liable to Barbara's Bakery for the repayment of the First Fee Payment, without interest, should the Final Order be reversed or the fee order reversed or reduced on appeal. In addition, no interest will accrue on such amounts at any time.
- D. If the Final Order and Final Judgment (or the order awarding Attorneys' Fees and Expenses) is reversed, vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance, then Plaintiff's Counsel (or, as

7

9

8

11 12

10

13 14

15 16

17 18

19

20

21

22

23

25 26

27 28

applicable, any and all successor(s) or assigns of their respective firms) shall, within ten (10) calendar days of such event, (i) repay to Barbara's Bakery, as applicable, the full amount of the First Fee Payment paid to them, or (ii) repay to Barbara's Bakery the amount by which the award of Attorneys' Fees and Expenses has been reduced. Counsel Counsel (or, as applicable, any and all successor(s) or assigns of their firm) shall be jointly and severally liable for repayment to Barbara's Bakery of the First Fee Payment, without interest, and each such entity shall execute a guarantee of repayment concurrently with this Agreement.

- E. Barbara's Bakery agrees to pay and shall pay or cause to be paid a final payment of the remaining three-tenths (3/10) of the Attorneys' Fees and Expenses awarded by the Court ("Final Fee Payment"), to Class Counsel within ten (10) calendar days after the Final Settlement Date.
- F. Class Counsel may petition the Court for an incentive award of up to Two Thousand Five Hundred Dollars (\$2,500.00) for Plaintiff. The purpose of such an award shall be to compensate Plaintiff for efforts and risks taken by him on behalf of the Class. Barbara's Bakery agrees to pay and shall pay or cause to be paid an incentive award made and approved by the Court ("Incentive Award") within ten (10) calendar days after the occurrence of the Final Settlement Date in accordance with the instructions provided by Class Counsel.
- G. Barbara's Bakery shall not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with the Action or this Settlement Agreement, other than the amount or amounts expressly provided for in this Settlement Agreement.

X. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS

- A. The Parties shall seek from the Court, within fifteen (15) business days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 5. The Preliminary Approval Order shall, among other things:
- 1. Certify a nationwide settlement-only class, approve Plaintiff Richard W. Trammell as class representative and appoint Tina Wolfson and Robert Ahdoot of Ahdoot & Wolfson, PC as counsel for the class, pursuant to Fed. R. Civ. P. 23;

- 2 3
- 4 5
- 6
- 7
- 8 9
- 10 11
- 12
- 13
- 14 15
- 16
- 17 18
- 19
- 20

- 22
- 24

23

- 25 26
- 27
- 28

- 3. Finally certify the Class for settlement purposes only;
- 4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
 - 5. Dismiss the Action with prejudice;
- 6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
 - 7. Issue a permanent injunction pursuant to the Agreement;
 - 8. Authorize the Parties to implement the terms of the Agreement;
- 9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and
- 10. Issue related Orders to effectuate the final approval of the Agreement and its implementation.

XI. MODIFICATION OR TERMINATION OF THIS AGREEMENT

- The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however that, after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Agreement.
- В. This Agreement shall terminate at the discretion of either Barbara's Bakery or Plaintiff, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement that the terminating party reasonably determines is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Final Order and Judgment, or any of the Court's findings of fact or conclusions of law, that the

terminating party in his or her sole judgment and discretion reasonably determines is material. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section XI, by a signed writing served on the other Parties no later than twenty (20) calendar days after receiving notice of the event prompting the termination. In the event that a terminating party exercises his or her option to withdraw from and terminate this Agreement, this Agreement and the Settlement proposed herein shall become null and void and the Parties will be returned to their respective positions existing immediately before the execution of this Agreement.

- C. If an option to withdraw from and terminate this Agreement arises under Section IX.B above, neither Barbara's Bakery nor Plaintiff is required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.
 - D. If this Agreement is terminated pursuant to Section IX.B, above, then:
- 1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of this Section XI.D of this Agreement;
- 2. The Parties will petition to have any stay orders entered pursuant to this Agreement lifted;
- 3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Barbara's Bakery, Plaintiff or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that neither party's substantive or procedural rights is prejudiced by the attempted Settlement;
- 4. Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;
- 5. Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or

4 5

3

6 7

9 10

8

12 13

11

14 15

16 17

18 19

20 21

23 24

22

25 26

27 28 remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, consumer fraud, and treble or other damages;

- 6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement, or any documents or communications pertaining to this Agreement shall be admissible or entered into evidence for any purpose whatsoever in the Action or in any proceeding, other than to enforce the terms of this Agreement;
- 7. The Parties stipulate that any Settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;
- 8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications (excluding the Attorneys' Fees and Expenses) will be paid from the Settlement Fund, and any remaining amounts from the Initial Deposit or the Settlement Fund will be returned to Barbara's Bakery with an accounting of amounts spent within ten (10) calendar days. Neither the Class, Plaintiff nor Class Counsel shall be responsible for any of these costs or other Settlement-related costs; and
- 9. Notwithstanding the terms of this paragraph, if Settlement is not consummated, Plaintiff's Counsel may include any time spent in Settlement efforts as part of any statutory fee petition filed at the conclusion of the case, and Barbara's Bakery reserves the right to object to the reasonableness of such requested fees.
- E. Notwithstanding any provision herein, the amount of any award by the Court, if any, for the Incentive Award or the Attorneys' Fees and Expenses shall not operate to terminate or cancel this Agreement. The Parties negotiated the amount of the Attorneys' Fees and Expenses and the Incentive Award to be sought by Class Counsel and Plaintiff, respectively, only after reaching an agreement upon the relief provided to the Class.

XII. GENERAL MATTERS AND RESERVATIONS

- A. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon entry by the Court of the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s).
- B. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases provided in it, nor any consideration for the Agreement, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any party. Barbara's Bakery expressly denies the allegations of Plaintiff's complaints. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Barbara's Bakery, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Barbara's Bakery in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement.
- C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Agreement is filed with the Court, provided, however, that this section shall not prevent Barbara's Bakery from disclosing such information, prior to the date on which the Agreement is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement; provided further, that Barbara's Bakery may disclose publicly the terms of the Agreement that it deems necessary to meet its regulatory obligations or fiduciary duties.
- D. Plaintiff and Plaintiff's Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that

26

27

28

neither Plaintiff nor his counsel may disclose it to third parties (other than experts or consultants retained by Plaintiff in connection with this case); that it not be the subject of public comment; that it not be used by Plaintiff or Plaintiff's Counsel in any way in this litigation should the Settlement not be achieved, and that it is to be returned if the Settlement is not concluded; provided, however, that nothing contained in this Agreement shall prohibit Plaintiff from seeking such information through formal discovery or from referring to the existence of such information in connection with the Settlement of this litigation.

- E. Within one hundred and eighty (180) calendar days after the Final Settlement Date (unless the time is extended by agreement of the Parties), Plaintiff's Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Barbara's Bakery to Plaintiff's Counsel, shall either: (i) return to Barbara's Bakery's Counsel, all such documents and materials (and all copies of which documents in whatever form made or maintained) produced by Barbara's Bakery in the Action and any and all handwritten notes summarizing, describing, or referring to such documents; or (ii) certify to Barbara's Bakery's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Barbara's Bakery in the Action any and all handwritten notes summarizing, describing, or referring to such documents have been destroyed, provided, however, that this section shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Plaintiff's Counsel's work product. Barbara's Bakery's Counsel agrees to hold all documents returned by Plaintiff's Counsel, and any expert or other consultant or any other individual employed by Plaintiff's Counsel in such capacity with access to documents provided by Barbara's Bakery until one year after the distribution of the Settlement Fund Balance to Class Members who submitted valid Claim Forms.
- F. Two (2) years after the distribution of the Settlement Fund Balance to Class Members who submitted acceptable Claim Forms, the Settlement Administrator and Notice Administrator shall destroy any and all documents and materials related to the Action or this Settlement, including any Claim Forms, information related to Class Members, and any and all information and/or documentation submitted by or relating to Class Members.

- G. Barbara's Bakery's execution of this Agreement shall not be construed to release and Barbara's Bakery expressly does not intend to release any claim Barbara's Bakery may have or make against any insurer for any cost or expense incurred in connection with this Settlement, including, without limitation, for attorneys' fees and costs.
- H. Class Counsel represent that: (1) they are authorized by Plaintiff to enter into this Agreement on behalf of Plaintiff; and (2) they are seeking to protect the interests of the Class. Class Counsel shall take all necessary actions to accomplish approval of the Settlement, the Class Notice, and dismissal of the Action, pursuant to the terms and conditions of this Agreement.
- I. Plaintiff represents and certifies that: (1) he has agreed to serve as a representative of the Class; (2) he is willing, able, and ready to perform all of the duties and obligations of a representative of the Class; (3) he has read the operative complaint, or has had the contents of such pleadings described to him; (4) he is familiar with the results of the fact-finding undertaken by Class Counsel; (5) he has read this Agreement or has received a detailed description of it from Class Counsel and he has agreed to its terms; (6) he has consulted with Class Counsel about the Action and this Agreement and the obligations imposed on a representative of the Class; (7) he has authorized Class Counsel to execute this Agreement on his behalf; and (8) he shall remain and serve as a representative of the Class until the terms of the Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that Plaintiff cannot represent the Class.
- J. Barbara's Bakery represents and warrants that the individual(s) executing this Agreement is/are authorized to enter into this Agreement on behalf of Barbara's Bakery.
- K. The Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of this Agreement and the Settlement embodied herein, carrying out the terms of this Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. In the event that the Court fails to approve the Settlement or fails to issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this Agreement and subject to Section XI.B herein, to cure any defect identified by the Court. Each party

will cooperate with the other party in connection with effectuating the Settlement or the administration of claims thereunder. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting party to recommend the Settlement to the Court, and to carry out its terms.

- L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Barbara's Bakery's Counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Agreement exist among or between them and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.
- M. This Agreement and any amendments thereto shall be governed by and interpreted according to the laws of the State of California, notwithstanding its conflict of laws provisions.
- N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the Court in which this Action is pending.
- O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:
 - 1. If to Barbara's Bakery, then to:

Clement L. Glynn GLYNN & FINLEY, LLP 100 Pringle Avenue, Suite 500 Walnut Creek, California 94596 Telephone: 925-210-2801 Facsimile: 925-945-1975

E-mail: cglynn@glynnfinley.com

27

28

2. If to Plaintiff, then to:

Tina Wolfson Robert Ahdoot AHDOOT & WOLFSON, PC 10850 Wilshire Blvd., Suite 370 Los Angeles, California 90024 Telephone: 310-474-9111 Facsimile: 310-474-8585

E-mail: twolfson@ahdootwolfson.com rahdoot@ahdootwolfson.com

- P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a Legal Holiday (as defined in Fed. R. Civ. P. 6(a)(6)), or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days.
- Q. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- R. The Class, Plaintiff, Class Counsel, Barbara's Bakery, or Barbara's Bakery's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. All Parties agree that the Parties' counsel drafted this Agreement during and as a result of extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.
- S. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.
- T. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, 41

constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence
408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its
provisions or any negotiations, statements, or court proceedings relating to its provisions in any way
be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action,
any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a
proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the
foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall
be construed as, offered as, received as, used as or deemed to be evidence or an admission or
concession of any liability or wrongdoing whatsoever on the part of any person or entity, including,
but not limited to, the Released Parties, Plaintiff, or the Class, or as a waiver by the Released Parties,
Plaintiff, or the Class of any applicable privileges, claims, or defenses.

U. Plaintiff expressly affirms that the allegations contained in the complaints filed in the

- U. Plaintiff expressly affirms that the allegations contained in the complaints filed in the Action were made in good faith and have a basis in fact, but considers it desirable for the Action to be settled and dismissed because of the substantial benefits that the proposed Settlement will provide to Class Members.
- V. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.
- W. The waiver by one party of any breach of this Agreement by another party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.
- X. If one party to this Agreement considers another party to be in breach of its obligations under this Agreement, that party must provide the breaching party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.
- Y. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

1	Z. This Agreement may be signed with a facsimile signature and in counterparts, each of
2	which shall constitute a duplicate original.
3	Agreed to on the date indicated below.
4	33%
5	APPROVED AND AGREED TO BY THE PLAINTIFF
6	
7	
8	BY DATE RICHARD W. TRAMMELL
9	
10	APPROVED AND AGREED TO BY CLASS COUNSEL
11	
12	BY DATE
13	AHDOOT & WOLFSON, PC
14	
15	APPROVED AND AGREED TO BY AND ON BEHALF OF
16	BARBARA'S BAKERY, INC.
17	BY Applea Van Carrl DATE April 25, 2013
18	NAME: 15/EPHEN VAN (MSLEL
19	TITLE: CEO
20	APPROVED AND AGREED TO BY BARBARA'S BAKERY'S COUNSEL
22	
23	10h Hold 125 13
24	DATE 7. 25. /3
25	GLYNN & FINLEY, LYP
26	
27	
28	
	3:12-cv-02664-CRB: SETTLEMENT AGREEMENT
	COOK OF CONTROL OF THE PROPERTY OF THE PROPERT

1	Z. This Agreement may be signed with a facsimile signature and in counterparts, each of		
2	which shall constitute a duplicate original.		
3	Agreed to on the date indicated below.		
4			
5	APPROVED AND AGREED TO BY THE PLAINTIFF		
6			
7			
8	BY MIN DATE 24 Apr. 13 RICHARD W. TRAMMELL		
9			
10	APPROVED AND AGREED TO BY CLASS COUNSEL		
11			
12	BYDATE		
13	Tina Wolfson AHDOOT & WOLFSON, PC		
14			
15	ADDROVED AND ACREED TO BY AND ON DELLAY FOR		
16	APPROVED AND AGREED TO BY AND ON BEHALF OF BARBARA'S BAKERY, INC.		
17			
18	BYDATE		
19	TITLE:		
20			
21	APPROVED AND AGREED TO BY BARBARA'S BAKERY'S COUNSEL		
22			
23	BY DATE		
24	Clement L. Glynn GLYNN & FINLEY, LLP		
25			
26			
27			
28	43		
	3:12-cv-02664-CRB: SETTLEMENT AGREEMENT		

1	Z. This Agreement may be signed with a facsimile signature and in counterparts, each of		
2	which shall constitute a duplicate original.		
3	Agreed to on the date indicated below.		
4			
5	APPROVED AND AGREED TO BY THE PLAINTIFF		
6			
7			
8	BY DATE RICHARD W. TRAMMELL		
9			
10	APPROVED AND AGREED TO BY CLASS COUNSEL		
11			
12	BY traison DATE 4/25/13		
13	Tina Wolfson AHDOOT & WOLFSON, PC		
14			
15	ADDROVED AND ACREED TO BY AND ON DEVIALE OF		
16	APPROVED AND AGREED TO BY AND ON BEHALF OF BARBARA'S BAKERY, INC.		
17			
18	BY DATE		
19	TITLE:		
20			
21	APPROVED AND AGREED TO BY BARBARA'S BAKERY'S COUNSEL		
22			
23	BY DATE		
24	Clement L. Glynn GLYNN & FINLEY, LLP		
25	The state of the s		
26			
27			
28	43		
	3-12 ov 02664 CDD, SETTLEMENT A CREEMENT		

EXHIBIT 1

Must Be Postmarked No Later Than **Month XX, 2013**

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

For Official Use Only

BARBARA'S BAKERY SETTLEMENT CLAIM FORM

To receive a payment, you must accurately complete this Claim Form and submit it by **Month 00, 2013**. Failure to do so will result in a reduction or the denial of your Claim. You will not be given an opportunity to cure or fix any deficiencies in this claim form. Claim Forms may be submitted online at www.BarbarasBakerySettlement.com or by mail to: Barbara's Bakery Settlement, P.O. Box XXXX, Faribault, MN 55021-xxxx.

mail to: Burburu's Bukery Settlement, P.O. Box XXXX, Faribault, IVIN 55021-XXXX.		
A. CLASS MEMBER INFORMATION		
First Name	Last Name	
Street Address		
City	State Zip Code	
E-mail Address (optional)		
B. Purchase information		
2013 (see page 2 for the list of Eligible Product	s purchases of Eligible Products from May 23, 2008 to ts)? Please check the appropriate box: More than \$100 Between \$75.01 and \$100 Between \$50.01 and \$75 Between \$25.01 and \$50 Between \$10.01 and \$25	Month XX,
	Less than \$10	
C. SIGN AND DATE YOUR CLAIM FORM		
I declare, under penalty of perjury, that the information in this claim form is true and correct to the best of my knowledge and that I purchased the amount of the Eligible Product(s) claimed above from May 23, 2008 to Month XX, 2013. I understand that my claim form may be subject to audit, verification, and Court review.		
Signature	Type/Print Name	Date

Eligible Products

Cereals:

- Brown Rice Crisps (Fruit Juice Sweetened flavor);
- Corn Flakes (Fruit Juice Sweetened flavor);
- High Fiber (Cranberry, Flax & Granola, and Original flavors);
- Hole 'n Oats (Fruit Juice Sweetened or Honey Nut flavors);
- Honest O's (Honey Nut, Multigrain, or Original flavors);
- Organic Apple Cinnamon O's;
- Organic Breakfast O's;
- Organic Brown Rice;
- Organic Brown Rice Crisps;
- Organic Corn Flakes;
- Organic Crispy Wheats;
- Organic Honey Crunch 'N Oats;
- Organic Honey Nut O's;
- Organic Snackimals Cereal (Cinnamon Crunch or Vanilla Blast flavors);

Cereals:

- Organic Wild Puffs (Caramel, Cocoa, Cocoa Grahams, Fruity Punch, Honey Puffs, or Original flavors);
- Puffins (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice, Multigrain, Peanut Butter, Peanut Butter & Chocolate, or Original flavors);
- Puffin Puffs (Crunchy Cocoa, or Fruit Medley flavors);
- Shredded Oats (Cinnamon Crunch, Blueberry Burst, Multigrain, Original, Shredded Wheat, Vanilla Almond flavors);
- Shredded Wheat;
- Shredded Spoonfuls (Multigrain or Vanilla Blast flavors);
- Shredded Minis (Blueberry Burst flavor);
- Toasted Oatmeal Flakes (Original flavor); and
- Ultima Organic (Blue Corn, Blueberry, Flax & Granola, High Fiber, or Pomegranate flavors).

Cereal Bars:

- Multigrain Cereal Bars (Apple Cinnamon, Blueberry, Cherry, Original, Raspberry, Strawberry, or Triple Berry flavors);
- Fruit & Yogurt Bars (Apple Cinnamon, Blueberry Apple, Cherry Apple, or Strawberry Apple or Traditional flavors); and
- Puffins Cereal and Milk Bars (Blueberry Yogurt, French Toast, Peanut Butter Chocolate Chip, or Strawberry Yogurt flavors).

Cheese Puffs:

- Baked Cheese Puffs (Original or White Cheddar flavors); and
- Cheese Puffs (Jalapeno or Original flavors).

Fig Bars:

 Fig Bars (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional, Wheat Free or Whole Wheat flavors).

Granola Bars:

 Crunchy Organic Granola Bars (Cinnamon Crisp, Oat & Honey, Peanut Butter, or Toasted Almond flavors).

Snackimals Animal Cookies:

 Snackimals Animal Cookies (Chocolate Chip, Double Chocolate, Peanut Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).

Organic Mini Cookies:

 Organic Mini Cookies (Chocolate, Ginger, or Oatmeal flavors).

Snack Mixes:

- Bruschetta Snack Mix;
- Honey Cinnamon Snack Mix;
- Honey Mustard Snack Mix; and
- Salsa Snack Mix

Crackers:

- Crisp Cookies (Chocolate Chip, Double Dutch Chocolate Chip, Old Fashioned Oatmeal, or Traditional Short Bread flavors);
- Go Go Grahams (Chocolate, Cinnamon, Honey, Lemon Ginger flavors);
- Pizza and Cheese Bites;
 Rite Lite Rounds (Original, Poppy Seed, or Tamari Sesame flavors); and
- Wheatines (Cracked Pepper, Original or Sesame flavors).

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If You Bought a Barbara's Bakery Product Any Time From May 23, 2008 to Month 00, 0000

You Could Get Up to \$100 From a Class Action Settlement

Included Products: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

A federal court authorized this notice. This is not a solicitation from a lawyer.

- There is a Settlement in a class action lawsuit that claims Barbara's Bakery violated state laws regarding the marketing and sale of its products (see Question 2). Barbara's Bakery denies it did anything wrong.
- Anyone who bought an eligible Barbara's Bakery product, referred to as the "Eligible Products" and listed below under Question 7, from May 23, 2008 to Month 00, 0000 is included in the Settlement. You may be entitled to a refund of up to \$100.
- The Settlement will provide \$4,000,000 to pay (1) money to eligible Class Members, (2) the costs of
 notice and administration, (3) a special service payment to the Class Representative, and (4) attorneys'
 fees and costs. Barbara's Bakery has also agreed to change some of its business practices.
- Your legal rights are affected whether you act or not.
- Read this notice carefully because it explains decisions you must make and actions you must take now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	Get no payment. Give up your rights.
SUBMIT A CLAIM FORM	Submit a Claim Form by Month 00, 0000 to get a payment (see Question 14).
EXCLUDE YOURSELF	Exclude yourself by Month 00, 0000 and get no payment from the Settlement. This is the only choice that allows you to ever be part of any other lawsuit against Barbara's Bakery about the claims in this case (<i>see</i> Question 17).
Овјест	Write to the Court by Month 00, 0000 about why you don't like the Settlement (see Question 22).
GO TO A HEARING	Ask to speak in Court by Month 00, 0000 about the fairness of the Settlement (see Question 26).

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, payments will be distributed to those who qualify. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INF	ORMATION3
1.	Why was this notice issued?
2.	What is this lawsuit about?
3.	Why is this a class action?
4.	Why is there a Settlement?
WHO IS P	ART OF THE SETTLEMENT?3
5.	Who is included in the Settlement?
6.	Are there exceptions to being included?
7.	Which products are included?
8.	What if I'm still not sure if I'm included?
THE SETT	LEMENT BENEFITS – WHAT YOU CAN GET6
9.	What does the Settlement provide?
10.	What can I get from the Settlement?
11.	What happens if there are any funds remaining?
12.	What am I giving up if I stay in the Class?
13.	When will I get my payment, if any?
HOW TO F	RECEIVE A PAYMENT7
14.	
15.	1
16.	What if I do nothing?
EXCLUDIN	IG YOURSELF FROM THE SETTLEMENT8
17.	How can I get out of the Settlement?
18.	
19.	If I don't exclude myself, can I sue Barbara's Bakery for the same thing later?
THE LAW	YERS REPRESENTING THE CLASS9
20.	Do I have a lawyer in this case?
21.	How will the lawyers be paid?
OBJECTIN	IG TO THE SETTLEMENT9
22.	How can I tell the Court if I do not like the Settlement?
23.	What is the difference between objecting and asking to be excluded?
THE COU	RT'S FAIRNESS HEARING10
24.	When and where will the Court decide whether to approve the Settlement?
25.	0
26.	May I speak at the fairness hearing?
GETTING	MORE INFORMATION11
27.	How can I get more information?

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about a proposed Settlement, and about your rights and options, before the Court decides whether to approve the Settlement. You will be informed of the progress of this Settlement and may receive a payment if you are a Class Member and submit a completed and timely Claim Form. This notice explains the lawsuit, the Settlement, and your legal rights. Judge Charles R. Breyer of the United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Transmell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664-CRB. The person who sued is called the "Plaintiff." Barbara's Bakery is the "Defendant."

2. What is this lawsuit about?

The lawsuit claims that Barbara's Bakery violated certain state laws and consumer protection statutes regarding the marketing and sale of certain products. For example, Plaintiff claims that Barbara's Bakery misrepresented the nature of certain products to consumers by labeling them as "All Natural." Plaintiff claims that these products contain ingredients that are not "All Natural." Barbara's Bakery denies any and all claims of wrongdoing and does not admit any fault, wrongdoing or liability.

Information about the Settlement is summarized in this notice. More detail is provided in the Settlement Agreement, available at www.BarbarasBakerySettlement.com.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case, Plaintiff, Richard Trammell), sue on behalf of themselves and other people who have similar claims. Together, all of these people are "Class Members." One Court resolves the issues for all Class Members in a Class Action, except for those who exclude themselves from the Class (*see* Question 17).

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Barbara's Bakery. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Barbara's Bakery did anything wrong. The parties believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefit to the Class.

Who Is Part of the Settlement?

5. Who is included in the Settlement?

The Class includes all persons or entities that bought the Eligible Products (listed below under Question 7) from Barbara's Bakery U.S. Retailers, Barbara's Bakery, www.barbarasbakery.com, or other third-party retailers from May 23, 2008 through **Month 00, 0000**.

6. Are there exceptions to being included?

The Settlement does not include:

- Barbara Bakery's board members or executive-level officers, including its attorneys;
- Persons or entities who purchased the Eligible Products primarily for purposes of resale;
- Any claims for personal injury relating to the use of the Eligible Products;
- Distributors or re-sellers of the Eligible Products;
- The judge and magistrate judge and their immediate families presiding over the class action and the Court staff;
- Governmental entities:
- Any person who excludes him or herself from the Class (see Question 17); and
- Anyone who purchased the Eligible Products via the Internet or other remote means while not residing in the United States.

7. Which products are included?

The following Barbara's Bakery products are the Eligible Products:

CEREALS:

- BROWN RICE CRISPS (Fruit Juice Sweetened flavor);
- CORN FLAKES (Fruit Juice Sweetened flavor);
- **HIGH FIBER** (Cranberry, Flax & Granola, and Original flavors);
- HOLE 'N OATS (Fruit Juice Sweetened or Honey Nut flavors);
- HONEST O'S (Honey Nut, Multigrain, or Original flavors);
- ORGANIC APPLE CINNAMON O'S;
- ORGANIC BREAKFAST O'S;
- ORGANIC BROWN RICE;
- ORGANIC BROWN RICE CRISPS:
- ORGANIC CORN FLAKES:
- ORGANIC CRISPY WHEATS;
- ORGANIC HONEY CRUNCH 'N OATS;
- ORGANIC HONEY NUT O'S;
- ORGANIC SNACKIMALS CEREAL (Cinnamon Crunch or Vanilla Blast flavors);
- ORGANIC WILD PUFFS (Caramel, Cocoa, Cocoa Grahams, Fruity Punch, Honey Puffs, or Original flavors);
- PUFFINS (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice, Multigrain, Peanut Butter, Peanut Butter & Chocolate, or Original flavors);
- PUFFIN PUFFS (Crunchy Cocoa or Fruit Medley flavors);
- SHREDDED OATS (Cinnamon Crunch, Blueberry Burst, Multigrain, Original, Shredded Wheat, or Vanilla Almond flavors);
- SHREDDED WHEAT;
- SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);
- SHREDDED MINIS (Blueberry Burst flavor);
- TOASTED OATMEAL FLAKES (Original flavor); and
- ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High Fiber, or Pomegranate flavors).

CEREAL BARS:

- MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry, Cherry, Original, Raspberry, Strawberry, or Triple Berry flavors);
- FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple, Cherry Apple, Strawberry Apple, or Traditional flavors); and
- PUFFINS CEREAL AND MILK BARS
 (Blueberry Yogurt, French Toast, Peanut Butter Chocolate Chip, or Strawberry Yogurt flavors).

CHEESE PUFFS:

- BAKED CHEESE PUFFS (Original or White Cheddar flavors); and
- CHEESE PUFFS (Jalapeno or Original flavors).

FIG BARS:

 FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional, Wheat Free or Whole Wheat flavors).

GRANOLA BARS:

 CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat & Honey, Peanut Butter, or Toasted Almond flavors).

SNACKIMALS ANIMAL COOKIES:

 SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double Chocolate, Peanut Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).

ORGANIC MINI COOKIES:

• ORGANIC MINI COOKIES (Chocolate, Ginger, or Oatmeal flavors).

SNACK MIXES:

- BRUSCHETTA SNACK MIX:
- HONEY CINNAMON SNACK MIX:
- HONEY MUSTARD SNACK MIX; and
- SALSA SNACK MIX.

CRACKERS:

- CRISP COOKIES (Chocolate Chip, Double Dutch Chocolate Chip, Old Fashioned Oatmeal, or Traditional Short Bread flavors);
- GO GO GRAHAMS (Chocolate, Cinnamon, Honey, or Lemon Ginger flavors);
- PIZZA AND CHEESE BITES;
- RITE LITE ROUNDS (Original, Poppy Seed, or Tamari Sesame flavors); and
- WHEATINES (Cracked Pepper, Original, or Sesame flavors).

8. What if I'm still not sure if I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, www.BarbarasBakerySettlement.com, or call the toll free number, 1-800-000-0000. You may also send questions to the Settlement Administrator at Barbara's Bakery Settlement, P.O. Box 0000, City, ST 00000.

THE SETTLEMENT BENEFITS - WHAT YOU CAN GET

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Class Members. Barbara's Bakery will pay \$4,000,000 to a Settlement Fund to make payments to Class Members who file valid claims (*see* Question 14), as well as to pay for costs associated with the notice and administration of the Settlement, attorneys' fees and costs (*see* Question 21), and a special service payment to the Class Representative (*see* Question 21). The costs of notice and administration are estimated to be \$790,000.

In addition, Barbara's Bakery has agreed to change their labeling and advertising of the Eligible Products so as not to make certain claims. For example, Barbara's Bakery will not say that the Eligible Products are "All Natural," have "no artificial additives," have "no artificial flavors," and have "no artificial preservatives." The Settlement Agreement, available at www. BarbarasBakerySettlement.com, has more information.

10. What can I get from the Settlement?

You can get up to \$100 if you submit a valid Claim Form. The amount of your payment will depend on the total amount of money you spent on the Eligible Products at any time from May 23, 2008 until **Month 00, 0000** as follows:

IF YOU SPENT:	YOU COULD RECEIVE A MAXIMUM OF:
More than \$100.00	\$100.00
\$75.01 to \$100.00	\$75.00
\$50.01 to \$75.00	\$50.00
\$25.01 to \$50.00	\$25.00
\$10.01 to \$25.00	\$10.00
\$10.00 or less	\$5.00

Payment amounts may be adjusted to ensure that all eligible Class Members receive a payment, as follows: If the total value of all approved claims is greater than the amount of money available to pay claims (after costs and fees have been deducted), eligible Class Members' payments will be reduced proportionally.

The actual amount available for each eligible Class Member will not be determined until after **Month 00**, **0000** and all Claims Forms have been received, and may not be determined until after the Settlement is final.

11. What happens if there are any funds remaining?

If there are any funds remaining after all claims are processed, those funds will be distributed to the following non-profit organizations: Consumers Union (www.consumersunion.org) and Action for Healthy Kids (www.actionforhealthykids.org). No remaining funds will be returned to Barbara's Bakery.

12. What am I giving up if I stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue Barbara's Bakery or be part of any other lawsuit against Barbara's Bakery about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at www. BarbarasBakerySettlement.com and describes the claims that you give up if you remain in the Settlement.

13. When will I get my payment, if any?

Class Members who submit valid claims will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A PAYMENT

14. How can I get a payment?

To get a payment under the Settlement, you must send in a Claim Form. You may access a Claim Form and other relevant documents at www.BarbarasBakerySettlement.com. A Claim Form also is attached to this Notice. Please read the instructions carefully, and fill out the form completely and accurately. Claim Forms can be submitted two ways: electronically or by mail. Your Claim Form must be submitted electronically no later than **Month 00, 0000** or by mail postmarked no later than **Month 00, 0000** and addressed to:

Barbara's Bakery Settlement P.O. Box 0000 City, ST 00000

15. What is the claim process?

The Settlement Administrator will review each Claim Form. Proofs of purchase are not initially required. However, in some cases you may be asked to verify your purchase(s) of any of the Eligible Products, by providing receipt(s) or other documentation. If you do not respond to these requests, it may result in the denial of your claim. You will have 35 days from the date of the Settlement Administrator's request to provide your documentation.

16. What if I do nothing?

If you are a Class Member and you do nothing, you will <u>not</u> get any payment from the Settlement and you will be bound by the Court's decisions, including the Settlement's release and waiver of claims you may have against Barbara's Bakery that related to the claims made in the lawsuit. To receive a payment, you must complete and submit a Claim Form (*see* Question 14).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Barbara's Bakery on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself – or it is sometimes referred to as "opting out" of the Class.

17. How can I get out of the Settlement?

To exclude yourself from the Class, you must mail a letter or written request to the Settlement Administrator. Your request must include:

- 1. Your name, address, and telephone number;
- 2. A statement that you wish to be excluded from the Class in *Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664; and
- 3. Your signature (you must personally sign the letter).

Please write "exclusion request" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than Month 00, 0000. Send your request to:

Barbara's Bakery Settlement P.O. Box 0000 City, ST 00000

18. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement. If you request exclusion from the Class, then for each of the excluded Eligible Products:

- You will not be eligible for payment under the proposed Settlement;
- You will not be allowed to object to the terms of the proposed Settlement, and
- You will <u>not</u> be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

19. If I don't exclude myself, can I sue Barbara's Bakery for the same thing later?

No. If the Court approves the proposed Settlement and you do not exclude yourself from the Class, you give up (or "release") all claims that have been or could have been made in this lawsuit relating to the Eligible Products.

As part of this Settlement, the Court has preliminary stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating in, or continuing litigation against Barbara's Bakery (or against any of its related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

Upon final approval of the Settlement, Plaintiffs and Barbara's Bakery will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Class Members will be bound by this order.

THE LAWYERS REPRESENTING THE CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firm of Ahdoot & Wolfson, P.C. to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." You will not be charged for the services of these lawyers.

You may contact Class Counsel as follows:

Robert Ahdoot / Tina Wolfson Ahdoot & Wolfson, PC 2355 Westwood Boulevard, #337 Los Angeles, CA 90064-2109 classactioncounsel@gmail.com Telephone: 888-333-8996

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

21. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will request attorneys' fees and expenses of up to \$1,000,000 to be paid out of the \$4,000,000 Settlement Fund. The attorneys' motion(s) for fees, costs, and expenses and Class Representative payment will be filed on or before **Month 00, 0000**. The motion(s) will be posted on the website at www.BarbarasBakerySettlement.com.

Class Counsel will also ask the Court for a special service payment of up to \$2,500 for the Class Representative, Richard W. Trammell, for his work on behalf of the Class. Any special service payment will also be paid out of the \$4,000,000 Settlement Fund.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

22. How can I tell the Court if I do not like the Settlement?

If you choose to remain a Class Member, you have a right to object to any part of the proposed Settlement. The Court will consider your views.

To object, you must send a letter stating that you object to *Richard W. Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664. Your written objection must also include:

- 1. Your name, address, and telephone number;
- 2. A written statement of your objection(s), including any legal support and/or any supporting evidence you wish to introduce;
- 3. A statement of whether you intend to appear and speak at the Fairness Hearing; and
- 4. Your signature.

QUESTIONS? VISIT <u>www.BarbarasBakerySettlement.com</u> or Call, Toll-Free, 1-000-000-0000

If you choose to object, in order to be considered by the Court, your written objections must be filed with the Court by **Month 00, 0000** and mailed to <u>each</u> of the following three addresses, postmarked by **Month 00, 0000**:

Court	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court	Robert Ahdoot	Clement L. Glynn
United States District Court	Tina Wolfson	Glynn & Finley LLP
Northern District of California	Ahdoot & Wolfson, P.C.	100 Pringle Avenue
Phillip Burton Federal Building	2355 Westwood Boulevard, #337	Suite 500
& United States Courthouse	Los Angeles, CA 90064-2109	Walnut Creek, CA 94596
450 Golden Gate Avenue		
San Francisco, CA 94102		

23. What is the difference between objecting and asking to be excluded?

Objecting is simply a way of telling the Court that you don't like something about the Settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the Settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally approve the Settlement. You may attend and ask to speak, but you don't have to.

24. When and where will the Court decide whether to approve the Settlement?

On **Month 00, 0000** at **00:00 x.m.** the Court will hold a Fairness Hearing at the United States District Court for the Northern District of California, before the Honorable Charles R. Breyer, Senior District Judge, in Courtroom 6, Phillip Burton Federal Building & United States Courthouse, 17th Floor, 450 Golden Gate Avenue, San Francisco, California 94102.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.BarbarasBakerySettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to award attorneys' fees and costs, as well as a special payment to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

QUESTIONS? VISIT <u>www.BarbarasBakerySettlement.com</u> or Call, Toll-Free, 1-000-000-0000

26. May I speak at the fairness hearing?

Yes, you may ask the Court for permission to speak at the hearing. To do so, you must file a document called a "Notice of Intention to Appear." If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must mail a Notice of Intention to Appear at the Fairness Hearing to the addresses listed above in Question 22. Your Notice of Intention to Appear at the Fairness Hearing must be filed and received by the Court, Barbara's Bakery's Counsel, and Class Counsel no later than **Month 00, 0000**.

GETTING ADDITIONAL INFORMATION

27. How can I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.BarbarasBakerySettlement.com. You also may write with questions to the Settlement Administrator at Barbara's Bakery Settlement, P.O. Box 0000, City, ST 00000 or call the toll-free number, 1-800-000-0000.

PLEASE DO NOT CALL THE COURT

Dated: **Month 00, 0000** Clerk of the Court for the United States
District Court for the Northern District of California

EXHIBIT 3

Cas	e 1:12-cV-0553112W/FKO-2816M-CDP06:uiDeat	u60enf31e6 0#126103/28/age 69age252 PageID #: 300
1		
2		
3		
4		
5		
6		
7 8		
9		
10		
11		TATES DISTRICT COURT
12	NORTHERN	DISTRICT OF CALIFORNIA
13	RICHARD W. TRAMMELL,	Case No. 3:12-cv-02664-CRB
14	Plaintiff,	FINAL ORDER APPROVING CLASS ACTION
15	V.	SETTLEMENT
16	BARBARA'S BAKERY, INC., et al.,	Hannahla Chadaa D. Durana Daraidina
17	Defendants.	Honorable Charles R. Breyer, Presiding
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
	3:12-cv-02664-CRB: FINAL ORD	ER APPROVING CLASS ACTION SETTLEMENT

This motion for final approval, having been brought before the Court jointly by the Parties, the
Parties having entered into a Settlement Agreement, with its attached exhibits, (collectively, the
"Settlement Agreement"), signed and filed with this Court on, 2013, to settle
Trammell v. Barbara's Bakery, Inc., No. 3:12-cv-02664-CRB (the "Action"); and
The Court having entered an Order dated [DATE] (the "Preliminary
Approval Order"), preliminarily certifying the putative class in this action for settlement purposes only
under Fed. R. Civ. P. 23(a) and (b)(3), ordering individual and publication notice to potential Class
Members, scheduling a Fairness Hearing for [DATE], providing potential Class
Members with an opportunity either to exclude themselves from the Settlement Class or to object to
the proposed settlement and issuing related Orders; and the Court having held a Fairness Hearing on
[DATE] to determine whether to grant final approval of the proposed settlement
and issue related relief; and

The Court having considered the papers submitted by the Parties and by all other persons who timely submitted papers in accordance with the Preliminary Approval Order, and having heard oral presentations by the Parties and all persons who complied with the Preliminary Approval Order, and based on all of the foregoing, together with this Court's familiarity with the Action, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

- 2. <u>Jurisdiction</u>. Because due, adequate, and the best practicable notice has been disseminated and all potential Class Members have been given the opportunity to exclude themselves from or object to this class action settlement, the Court has personal jurisdiction over all Class Members (as defined below). The Court has subject-matter jurisdiction over the claims asserted in the

complaint and/or the Action pursuant to 28 U.S.C. §§ 1332 and 1367, including, without limitation, jurisdiction to approve the proposed settlement and the Settlement Agreement and all exhibits attached thereto, grant final certification to the Class, dismiss the Action on the merits and with prejudice, and issue related orders. The Court finds that venue is proper in this district pursuant to 28 U.S.C. § 1391.

- finally certified for settlement purposes only under Fed. R. Civ. P. 23(a), (b)(3), and (c)(2), the Court finding that the Class fully satisfies all the applicable requirements of Fed. R. Civ. P. 23 and due process. The Class shall consist of all persons who, during the Class Period, May 23, 2008 to [DATE______], purchased in the United States any Eligible Products (as this term is defined in the Settlement Agreement). Excluded from the Class are: (a) Barbara's Bakery board members or executive-level officers, including its attorneys; (b) persons who purchased the Eligible Products primarily for the purpose of resale; (c) retailers or re-sellers of the Eligible Products; (d) governmental entities; (e) persons who timely and properly exclude themselves from the Class as provided in the Agreement; (f) persons who purchased the Eligible Products via the Internet or other remote means while not residing in the United States; and (g) the Court, the Court's immediate family, and Court staff.
- 4. Requests for Exclusion. The Court finds that only those persons and entities listed in Exhibit __ to the Declaration of [______ of the Settlement Administrator] and filed with the Court have submitted timely and valid requests for exclusion from the Class and are therefore not bound by this Final Order and accompanying Final Judgment. Attached hereto as Exhibit A is the list of persons or entities who submitted timely and valid requests for exclusion from the Class. Class Counsel and Barbara's Bakery's Counsel may mutually agree to allow additional Class Members to exclude themselves or to withdraw their exclusion requests by filing an appropriate notice with the Court.
- 5. Adequacy of Representation. Class Plaintiff Richard W. Trammell has adequately represented the Settlement Class for purposes of entering into and implementing the Settlement. Tina Wolfson and Robert Ahdoot, of Ahdoot & Wolfson, PC, are experienced and adequate Class Counsel. Class Plaintiff and Class Counsel have satisfied the requirements of Fed. R. Civ. P. 23(a)(4) and 23(g).

- 6. Class Notice. The Court finds that the dissemination of the Class Notice, the publication of the Summary Settlement Notice, the establishment of a website containing settlement-related materials, the establishment of a toll-free telephone number, and all other notice methods set forth in the Settlement Agreement and the Notice Administrator's Declaration and the notice dissemination methodology implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order, as described in the Notice Administrator's Declaration, a copy of which is incorporated herein and made a part hereof:
- a. constituted the best practicable notice to Class Members under the circumstances of the Action;
- b. constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of this action; (ii) the terms of the proposed settlement; (iii) their rights under the proposed settlement; (iv) their right to exclude themselves from the Class and the proposed settlement; (v) their right to object to any aspect of the proposed settlement (including, but not limited to, final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the Class's representation by Plaintiff or Class Counsel, and/or the award of attorneys' fees); (vi) their right to appear at the Fairness Hearing either on their own or through counsel hired at their own expense if they did not exclude themselves from the Class; and (vii) the binding effect of the Orders and Judgment in this action, whether favorable or unfavorable, on all persons who did not request exclusion from the Class;
- c. constituted notice that was reasonable, due, adequate, and sufficient notice to all persons and entities entitled to be provided with notice; and
- d. constituted notice that met all applicable requirements of the Federal Rules of Civil Procedure, 28 U.S.C. §1715, the Due Process Clause of the United States Constitution, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.
- 7. **Final Settlement Approval**. The terms and provisions of the proposed settlement and Settlement Agreement, including all exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the

Parties and the Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act (P.L. 109-2), the United States Constitution (including the Due Process Clause), and any other applicable law. The settlement is approved and all objections to the settlement are overruled as without merit. The Parties and Class Members are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions. Class Counsel shall take all steps necessary and appropriate to provide Class Members with the benefits to which they are entitled under the terms of the Settlement Agreement.

- 8. **Early Implementation**. Barbara's Bakery and Class Counsel are hereby authorized, and without requiring further approval of this Court, to implement the settlement before the Final Settlement Date (as defined in the Settlement Agreement), in which case all provisions of the Settlement Agreement specifying actions to be taken on or after the Final Settlement Date shall, to the extent necessary, be deemed to provide that those actions shall be taken on or after the date the Parties elect to implement the settlement.
- 9. **Binding Effect**. The terms of the Settlement Agreement and of this Final Order and the accompanying Final Judgment shall be forever binding on Plaintiff, Barbara's Bakery, and all Class Members, as well as their heirs, executors and administrators, predecessors, successors and assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in the Action or are otherwise encompassed by the Release.
- 10. **Release**. The Release, which is set forth in Section VIII of the Settlement Agreement, is expressly incorporated herein in all respects, including all defined terms used therein, is effective as of the date of this Final Order and the accompanying Final Judgment, and forever discharges the Released Parties from any claims or liabilities arising from or related to the Release.
- 11. **Permanent Injunction**. All Class Members and/or their representatives who have not been timely excluded from the Class are hereby permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining, intervening in, participating in, continuing, or receiving any benefits from, as class members or otherwise, any lawsuit (including putative class actions),

arbitration, administrative, regulatory, or other proceeding in any jurisdiction that is covered by the Release. All Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing or soliciting the participation of any Class Members who did not timely exclude themselves from the Class into a separate class or group for purposes of pursuing a putative class action, any claim, or lawsuit in any jurisdiction that is covered by the Release. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

- 12. **Enforcement of Settlement**. Nothing in this Final Order or in the accompanying Final Judgment shall preclude any action to enforce the terms of the Settlement Agreement; nor shall anything in this Final Order or in the accompanying Final Judgment preclude Plaintiff or other Class Members from participating in the Claim Process described in the Settlement Agreement if they are entitled to do so under the terms of the Settlement Agreement.
- 14. <u>Incentive Award</u>. The Court hereby awards \$_____ to Plaintiff RichardW. Trammell as an incentive award in his capacity as a representative Plaintiff in the Action.
- 15. <u>No Other Payments</u>. The preceding two paragraphs of this Final Order cover, without limitation, any and all claims against the Released Parties for attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class

Members, or incurred by Plaintiff or the Class Members, or any of them, in connection with or related in any manner to the Action, the settlement of the Action, the administration of such settlement, and/or the Release, except to the extent otherwise specified in this Final Order and accompanying Final Judgment and the Settlement Agreement. Plaintiff is not precluded from seeking attorneys' fees, expenses, costs, or disbursements from an objecting Class Member or his or her counsel (and not Barbara's Bakery or its counsel) in connection with an appeal filed by an objecting Class Member.

- 16. <u>Modification of Settlement Agreement</u>. The Parties are hereby authorized, without needing further approval from the Court, to agree to and adopt such amendments to, and modifications and expansions of, the Settlement Agreement, and all exhibits attached, as are consistent with this Final Order and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.
- 17. **Retention of Jurisdiction**. The Court has jurisdiction to enter this Final Order and the accompanying Final Judgment. Without in any way affecting the finality of this Final Order and/or the accompanying Final Judgment, this Court expressly retains jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and the accompanying Final Judgment, and for any other necessary purpose, including, without limitation:
 - a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims, or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, this Final Order, or the accompanying Final Judgment (including, without limitation, whether a person or entity is or is not a Class Member and whether claims or causes of action allegedly related to this case are or are not barred by this Final Order and the accompanying Final Judgment);
 - b. entering such additional Orders as may be necessary or appropriate to protect or effectuate this Final Order and the accompanying Final Judgment, dismissing all claims on the merits and with prejudice, and permanently enjoining Class Members from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of this settlement; and

14 15

18 19

21 22

20

23 24 25

26

27

28

- entering any other necessary or appropriate Orders to protect and effectuate this Court's c. retention of continuing jurisdiction; provided, however, that nothing in this paragraph is intended to restrict the ability of the Parties to exercise their rights under paragraphs 8 and 16 or as otherwise provided in the Settlement Agreement.
- 18. **No Admissions.** Neither this Final Order, the accompanying Final Judgment, nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Final Order or the accompanying Final Judgment) is, may be construed as, or may be used as an admission or concession by or against Barbara's Bakery or the Released Parties of the validity of any claim or defense or any actual or potential fault, wrongdoing, or liability whatsoever Barbara's Bakery continues to deny that the Action meets the requisites for class certification under Fed. R. Civ. P. 23 for any purpose other than settlement. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not in any event be construed as, or deemed evidence of, an admission or concession as to Barbara's Bakery's denials or defenses and shall not be offered or received in evidence in any action or proceeding against any Party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever, except as evidence of the settlement or to enforce the provisions of this Final Order, the accompanying Final Judgment, and the Settlement Agreement; provided, however, that this Final Order, the accompanying Final Judgment, and the Settlement Agreement may be filed in any action against or by Barbara's Bakery or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, similar defense, or counterclaim.
- 19. **Dismissal of Action**. The Action (including all individual and Class claims presented therein) are hereby dismissed on the merits and with prejudice, without fees or costs to any Party except as otherwise provided in this Order and the accompanying Final Judgment and the Settlement Agreement.

Honorable Charles R. Breyer UNITED STATES DISTRICT JUDGE

3:12-cv-02664-CRB: FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

EXHIBIT 4

Cas	e 1:12-c vC056311-XVEK02664-CR0B un De ordt	1800er#1876c4047216c11034/275atg@ 719aagte5520ff8ageID #: 310
1		
2 3		
4		
5		
6		
7		
8		
9		
10		
11		FATES DISTRICT COURT DISTRICT OF CALIFORNIA
12		
13	RICHARD W. TRAMMELL,	Case No. 3:12-cv-02664-CRB
14	Plaintiff,	FINAL JUDGMENT
15	v.	
16	BARBARA'S BAKERY, INC., et al.,	Honorable Charles R. Breyer, Presiding
17	Defendants.	
18		
19		
20		
21 22		
23		
24		
25		
26		
27		
28		
	3:12-cv-0266	54-CRB: FINAL JUDGMENT

1	IT IS on this day of, 2013, HEREBY ADJUDGED AND
2	DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 THAT:
3	1. The settlement of this class action on the terms set forth in the Parties' Settlement
4	Agreement, with exhibits (collectively, the "Settlement Agreement"), and definitions included therein,
5	signed and filed with this Court on, 2013, is finally approved, and the following
6	class is granted final certification for settlement purposes only under Fed. R. Civ. P. 23(a) and (b)(3):
7	all persons who, during the Class Period, May 23, 2008 to [DATE], purchased in
8	the United States any Eligible Products. "Eligible Products" means any of the following Barbara's
9	Bakery, Inc.'s ("Barbara's Bakery") products:
10	A. Cereals:
11	i. Brown Rice Crisps (Fruit Juice Sweetened flavor);
12	ii. CORN FLAKES (Fruit Juice Sweetened flavor);
13	iii. HIGH FIBER (Cranberry, Flax & Granola, or Original flavors);
14	iv. HOLE 'N OATS (Fruit Juice Sweetened or Honey Nut flavors);
15	v. Honest O's (Honey Nut, Multigrain, or Original flavors);
16	vi. Organic Apple Cinnamon O's;
17	vii. Organic Breakfast O's;
18	viii. Organic Brown Rice;
19	ix. Organic Brown Rice Crisps;
20	x. Organic Corn Flakes;
21	xi. Organic Crispy Wheats;
22	xii. Organic Honey Crunch 'N Oats;
23	xiii. Organic Honey Nut O's;
24	xiv. ORGANIC SNACKIMALS CEREAL (Cinnamon Crunch or Vanilla Blast flavors);
25	xv. ORGANIC WILD PUFFS (Caramel, Cocoa, Cocoa Grahams, Fruity Punch, Honey
26	Puffs, or Original flavors);
27	xvi. Puffins (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice, Multigrain,
28	Peanut Butter, Peanut Butter & Chocolate, or Original flavors);
	1

1		xvii.	PUFFIN PUFFS (Crunchy Cocoa or Fruit Medley flavors);
2		xviii.	SHREDDED OATS (Cinnamon Crunch, Blueberry Burst, Multigrain, Original,
3			Shredded Wheat, or Vanilla Almond flavors);
4		xix.	SHREDDED WHEAT;
5		XX.	SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);
6		xxi.	SHREDDED MINIS (Blueberry Burst flavor);
7		xxii.	TOASTED OATMEAL FLAKES (Original flavor); and
8		xxiii.	ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High Fiber, or
9			Pomegranate flavors).
10	B.	Cerea	l Bars:
11		i.	MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry, Cherry, Original,
12			Raspberry, Strawberry, or Triple Berry flavors);
13		ii.	FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple, Cherry Apple,
14			Strawberry Apple, or Traditional flavors); and
15		iii.	PUFFINS CEREAL AND MILK BARS (Blueberry Yogurt, French Toast, Peanut
16			Butter Chocolate Chip, or Strawberry Yogurt flavors).
17	C.	Chees	e Puffs:
18		i.	BAKED CHEESE PUFFS (Original or White Cheddar flavors); and
19		ii.	CHEESE PUFFS (Jalapeno or Original flavors).
20	D.	Fig Ba	ars:
21		i.	FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional,
22	Wheat Free, or Whole Wheat flavors).		
23	E.	Grand	ola Bars:
24		i.	CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat & Honey, Peanut
25	Butter, or Toasted Almond flavors).		
26	F.	Snack	imals Animal Cookies:
27		i.	SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double Chocolate, Peanut
28			Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).

G. **Organic Mini-Cookies**: 1 ORGANIC MINI COOKIES (Chocolate, Ginger, or Oatmeal flavors). 2 H. **Snack Mixes:** 3 i. BRUSCHETTA SNACK MIX; 4 ii. HONEY CINNAMON SNACK MIX; 5 iii. HONEY MUSTARD SNACK MIX; and 6 iv. SALSA SNACK MIX. 7 I. **Crackers:** 8 i. CRISP COOKIES (Chocolate Chip, Double Dutch Chocolate Chip, Old Fashioned 9 Oatmeal, or Traditional Short Bread flavors); 10 ii. Go Go Grahams (Chocolate, Cinnamon, Honey, or Lemon Ginger flavors); 11 iii. PIZZA AND CHEESE BITES; 12 RITE LITE ROUNDS (Original, Poppy Seed, or Tamari Sesame flavors); and iv. 13 WHEATINES (Cracked Pepper, Original, or Sesame flavors). 14 The Court finds that only those persons and entities listed in Exhibit ____ to the 2. 15 Declaration of _____ and filed with the Court, a copy of which is attached hereto as Exhibit 16 A, have submitted timely and valid requests for exclusion from the Class and are therefore not bound 17 by this Final Judgment and accompanying Final Order. Class Counsel and Barbara's Bakery's 18 Counsel may mutually agree to allow additional Class Members to exclude themselves or to withdraw 19 their exclusion requests by filing an appropriate notice with the Court. 20 3. The Class Notice, the Summary Settlement Notice, the website, the toll-free telephone 21 number, all other notices in the Settlement Agreement, the Declaration of the Notice Administrator, 22 and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the 23 best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated 24 to apprise Class Members of the pendency of the Action, the terms of the settlement, and their rights 25 under the settlement, including, but not limited to, their right to object to or exclude themselves from 26 the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted 27 due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) met all applicable 28

requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. §1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

- 4. The claims in *Trammell v. Barbara's Bakery, Inc.*, No. 3:12-cv-02664-CRB (the "Action") are dismissed on the merits and with prejudice according to the terms (including the Release) set forth in the Parties' Settlement Agreement and in the Court's Final Order Approving Class Action Settlement, (the "Final Approval Order"), without costs to any party except as provided in the Final Approval Order.
- 5. All Class Members and/or their representatives who have not been timely excluded from the Class are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining, intervening in, participating (as class members or otherwise) in, or receiving any benefits from any other lawsuit (including putative class action lawsuits), arbitration, administrative, regulatory, or other proceeding, order, or cause of action in law or equity in any jurisdiction that is covered by the Release. In addition, all Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) that is covered by the Release. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.
- 6. Class Counsel shall take all steps necessary and appropriate to provide Class Members with the benefits to which they are entitled under the terms of the Settlement Agreement and pursuant to the Orders of the Court.
- 7. Class Counsel shall be awarded \$______ in attorneys' fees and expenses, which amount is approved as fair and reasonable, in accordance with the terms of the Settlement Agreement.
- 8. Plaintiff Richard W. Trammell shall be awarded \$______ as an incentive award in his capacity as a representative Plaintiff in the Action.

1	9. The Court will retain continuing jurisdiction over the Action for the reasons and
2	purposes set forth in this Court's Final Approval Order.
3	
4	
5	Honorable Charles R. Breyer UNITED STATES DISTRICT JUDGE
6	UNITED STATES DISTRICT JUDGE
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
2526	
26 27	
28	
_0	
	5 3:12-cv-02664-CRB: FINAL JUDGMENT

3:12-cv-02664-CRB: FINAL JUDGMENT

EXHIBIT 5

WHEREAS:

This motion was brought before the Court by Plaintiff Richard W. Trammell ("Plaintiff");

Trammell v. Barbara's Bakery, Inc., No. 3:12-cv-02664-CRB, originally was filed on May 23, 2012 in the United States District Court for the Northern District of California (the "Action");

The Action alleges, on behalf of a nationwide class of consumers, that Barbara's Bakery violated California's Unfair Competition Law ("UCL"), Bus. & Prof. Code §17200, *et seq.*, False Advertising Law ("FAL"), Bus. & Prof. Code §17500, *et seq.*, Consumers Legal Remedies Act ("CLRA"), Civ. Code §1770, *et seq.*, and breached an express warranty;

A first amended complaint was filed on June 28, 2012, and a second amended complaint was filed on January 30, 2013. The amended complaints allege causes of action identical to the original complaint, and re-alleged Barbara's Bakery's, Inc.'s ("Barbara's Bakery") violations of California's consumer protection laws;

Barbara's Bakery filed an answer to the first amended complaint on July 19, 2012, in which it expressly denied any and all wrongdoing alleged in the action, and neither admitted nor conceded any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in this action. Barbara's Bakery filed an answer to the second amended complaint on February 5, 2013, which was substantively identical to the original answer;

Class Counsel has conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of both defenses and liability sought in the Action;

Class Counsel, on behalf of Plaintiff and the other members of the Class, engaged in extensive discovery. In particular, Barbara's Bakery has produced the following documentation regarding the Eligible Products: (i) label design and product formulation; (ii) marketing, advertising, media, and public relations; and (iii) financial information. In total, Plaintiff's Counsel was given access to over thirty (30) banker's boxes of documents and approximately seventy (70) Gigabytes (GB) of data. Class Counsel also conducted interviews of primary Barbara's Bakery's corporate witnesses who have been involved with the Eligible Products to address the following subjects: (i) sales and marketing; (ii) labeling; (iii) finance; (iv) document collection and retention; and (v) Barbara's Bakery's efforts to

eliminate GMO ingredients from its products. Before entering into this Settlement Agreement, Class Counsel conducted a thorough examination and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and could reasonably assess the strength of Plaintiff's claims and Barbara's Bakery's liability, including its defenses; and

The Parties having entered into a Settlement Agreement in which the Parties have agreed to settle the Action, pursuant to the terms of the Settlement Agreement, subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Action with prejudice; and The Court having reviewed the Settlement Agreement, including the exhibits attached thereto (together, the "Settlement Agreement"), and all prior proceedings herein, and good cause appearing based on the record;

THEREFORE, IT IS **ORDERED**, **ADJUDGED**, **AND DECREED** as follows (all capitalized terms being defined as they are defined in the Settlement Agreement unless otherwise specified or defined herein):

- 1. **Stay of the Action**. All non-settlement-related proceedings in the Action are hereby stayed and suspended until further order of this Court.
- 2. Preliminary Class Certification for Settlement Purposes Only. The Action is preliminarily certified as a class action for settlement purposes only, pursuant to Fed. R. Civ. P. 23(a) and (b)(3). The Court preliminarily finds for settlement purposes that: (a) the Class certified herein is numerous, and that joinder of all such persons would be impracticable, (b) there are issues of law and fact that are typical and common to the Class, and that those issues predominate over individual questions; (c) a class action on behalf of the certified Class is superior to other available means of adjudicating this dispute; and (d) as set forth in paragraph 4, below, Plaintiff and Class Counsel are adequate representatives of the Class. Barbara's Bakery retains all rights to assert that this action may not be certified as a class action, other than for settlement purposes.
- 3. <u>Class Definition</u>. The Class shall consist of all persons who, during the Class Period, purchased in the United States any Eligible Products. Excluded from the Class are: (a) Barbara's Bakery's board members or executive-level officers, including its attorneys; (b) persons who purchased the Eligible Products primarily for the purpose of resale; (c) retailers or re-sellers of the

Eligible Products; (d) governmental entities; (e) persons who timely and properly exclude themselves 1 from the Class as provided in the Agreement; (f) persons who purchased the Eligible Products via the 2 Internet or other remote means while not residing in the United States; and (g) the Court, the Court's 3 immediate family, and Court staff. 4 "Class Period" means the period from May 23, 2008, up to and including the date of the first 5 dissemination of the Summary Settlement Notice or Class Notice, whichever is earlier 6 "Eligible Products" means any of the following Barbara's Bakery products purchased by Class 7 Members during the Class Period: 8 **Cereals:** A. 9 Brown RICE CRISPS (Fruit Juice Sweetened flavor); i. 10 ii. CORN FLAKES (Fruit Juice Sweetened flavor); 11 iii. HIGH FIBER (Cranberry, Flax & Granola, or Original flavors); 12 iv. HOLE 'N OATS (Fruit Juice Sweetened or Honey Nut flavors); 13 HONEST O'S (Honey Nut, Multigrain, or Original flavors); v. 14 vi. ORGANIC APPLE CINNAMON O'S; 15 vii. ORGANIC BREAKFAST O'S; 16 viii. ORGANIC BROWN RICE; 17 ix. ORGANIC BROWN RICE CRISPS; 18 ORGANIC CORN FLAKES; х. 19 хi. ORGANIC CRISPY WHEATS; 20 xii. ORGANIC HONEY CRUNCH 'N OATS; 21 xiii. ORGANIC HONEY NUT O'S; 22 xiv. ORGANIC SNACKIMALS CEREAL (Cinnamon Crunch or Vanilla Blast flavors); 23 ORGANIC WILD PUFFS (Caramel, Cocoa, Cocoa Grahams, Fruity Punch, Honey XV. 24 Puffs, or Original flavors); 25 xvi. PUFFINS (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice, Multigrain, 26 Peanut Butter, Peanut Butter & Chocolate, or Original flavors); 27 xvii. PUFFIN PUFFS (Crunchy Cocoa or Fruit Medley flavors); 28

1		xviii.	SHREDDED OATS (Cinnamon Crunch, Blueberry Burst, Multigrain, Original,
2			Shredded Wheat, or Vanilla Almond flavors);
3		xix.	SHREDDED WHEAT;
4		XX.	SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);
5		xxi.	SHREDDED MINIS (Blueberry Burst flavor);
6		xxii.	TOASTED OATMEAL FLAKES (Original flavor); and
7		xxiii.	ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High Fiber, or
8			Pomegranate flavors).
9	B.	Cerea	l Bars:
10		i.	MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry, Cherry, Original,
11			Raspberry, Strawberry, or Triple Berry flavors);
12		ii.	FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple, Cherry Apple,
13			Strawberry Apple, or Traditional flavors); and
14		iii.	PUFFINS CEREAL AND MILK BARS (Blueberry Yogurt, French Toast, Peanut
15			Butter Chocolate Chip, or Strawberry Yogurt flavors).
16	C.	Chees	ee Puffs:
17		i.	BAKED CHEESE PUFFS (Original or White Cheddar flavors); and
18		ii.	CHEESE PUFFS (Jalapeno or Original flavors).
19	D.	Fig Ba	ars:
20		i.	FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional,
21	Wheat Free, or Whole Wheat flavors).		
22	E.	Grand	ola Bars:
23		i.	CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat & Honey, Peanut
24	Butter, or Toa	sted Al	mond flavors).
25	F.	Snack	imals Animal Cookies:
26		i.	SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double Chocolate, Peanut
27			Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).
28			

1	G. Organi	e Mini-Cookies:
2	i. (ORGANIC MINI COOKIES (Chocolate, Ginger, or Oatmeal flavors).
3	H. Snack M	Mixes:
4	i. I	Bruschetta Snack Mix;
5	ii. I	HONEY CINNAMON SNACK MIX;
6	iii. I	Honey Mustard Snack Mix; and
7	iv. S	Salsa Snack Mix.
8	I. Cracker	s:
9	i. (CRISP COOKIES (Chocolate Chip, Double Dutch Chocolate Chip, Old Fashioned
10		Datmeal, or Traditional Short Bread);
11	ii. (Go Go Grahams (Chocolate, Cinnamon, Honey, or Lemon Ginger);
12	iii. I	PIZZA AND CHEESE BITES;
13	iv. I	RITE LITE ROUNDS (Original, Poppy Seed, or Tamari Sesame flavors); and
14	v.	WHEATINES (Cracked Pepper, Original, or Sesame flavors).
15	4. Class R	epresentatives and Class Counsel. Plaintiff, Richard W. Trammell, is
16	designated as the repre-	sentative of the conditionally certified Class. The Court preliminarily finds that
17	he is similarly situated	to absent Class Members and therefore typical of the Class, and that he will be
18	an adequate Class Repr	resentative. Tina Wolfson and Robert Ahdoot of Ahdoot & Wolfson, PC,
19	whom the Court finds a	are experienced and adequate counsel, are hereby designated as Class Counsel.
20	5. <u>Prelimi</u>	nary Settlement Approval. Upon preliminary review, the Court finds that the
21	Settlement Agreement,	and the Settlement it incorporates, appears fair, reasonable, and adequate. Fed
22	R. Civ. P. 23(e); Manua	al for Complex Litigation (Fourth) § 21.632 (2004). Accordingly, the
23	Settlement Agreement	is preliminarily approved and is sufficient to warrant sending notice to the
24	Class.	
25	6. Jurisdi o	etion. The Court has subject-matter jurisdiction over the Action pursuant to 28
26	U.S.C. §§ 1332 and 13	67, and personal jurisdiction over the Parties before it. Additionally, venue is
27	proper in this District p	oursuant to 28 U.S.C. § 1391.
28		
		6

- 7. **Fairness Hearing**. A Fairness Hearing shall be held on _____ the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 17th Floor, Courtroom 6, San Francisco, California, 94102, to determine, among other things: (a) whether the Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) whether the settlement of the Action should be approved as fair, reasonable and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) whether Class Members should be bound by the release set forth in the Settlement Agreement; (e) whether Class Members and related persons should be subject to a permanent injunction; (f) whether the application of Class Counsel for an award of Attorneys' Fees and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (g) whether the application of the named Plaintiff for an incentive award should be approved. The submissions of the Parties in support of the settlement, including Plaintiff's Counsel's application for Attorneys' Fees and Expenses and incentive awards, shall be filed with the Court no later than fourteen (14) days prior to the deadline for the submission of objections and may be supplemented up to seven (7) days prior to the Fairness Hearing.
- 8. **Administration**. In consultation with and with the approval of Barbara's Bakery, Class Counsel is hereby authorized to establish the means necessary to administer the proposed settlement and implement the Claim Process, in accordance with the terms of the Agreement.
- 9. <u>Class Notice</u>. The proposed Class Notice, Summary Settlement Notice, the notice methodology described in the Settlement Agreement, and the Declaration of the Media Notice Administrator are hereby approved.
- a. Pursuant to the Settlement Agreement, the Court appoints Kinsella Media, LLC to be the Notice Administrator and Rust Consulting, Inc. to be the Settlement Administrator to help implement the terms of the Settlement Agreement.
- b. Beginning not later than ten (10) calendar days after entry of the Preliminary Approval Order and to be substantially completed not later than twenty-five (25) calendar days after entry of the Preliminary Approval Order and subject to the requirements of the Preliminary Approval Order, the Settlement Agreement, and the Declaration of the Notice Administrator, the Notice

Administrator shall commence sending the Class Notice by Electronic Mail ("E-mail) to: (i) each reasonably identifiable Class Member's last known E-mail address, reasonably obtainable from Barbara's Bakery, which addresses shall be provided to the Notice Administrator by Barbara's Bakery, no later than one (1) business day after the day of entry of the Preliminary Approval Order, subject to the existence of such information; and (ii) each appropriate State and Federal official, as specified in 28 U.S.C. §1715, and shall otherwise comply with Fed. R. Civ. P. 23 and any other applicable statute, law, or rule, including but not limited to the Due Process Clause of the United States Constitution.

- c. The Notice Administrator shall have the publication of the Summary Settlement Notice substantially completed no later than ninety (90) calendar days after entry of this Preliminary Approval Order. The Notice Administrator shall publish the Summary Settlement Notice as described in the Declaration of the Notice Administrator and in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties.
- d. No later than forty-five (45) calendar days after entry of the Preliminary

 Approval Order, the Notice Administrator shall send the Summary Settlement Notice by First Class

 U.S. Mail, proper postage prepaid, to each Class Member whose E-mail address returned a message as
 undeliverable, subject to the existence of such information as provided by Barbara's Bakery pursuant
 to Section IV.B.1.a of this Agreement. The Notice Administrator shall: (a) re-mail any Summary

 Settlement Notices returned by the United States Postal Service with a forwarding address that are
 received by the Notice Administrator no later than sixty (60) calendar days after entry of the

 Preliminary Approval Order; and (b) by itself or using one or more address research firms, as soon as
 practicable following receipt of any returned Summary Settlement Notices that do not include a
 forwarding address, research any such returned mail for better addresses and promptly mail copies of
 the Summary Settlement Notices to the better addresses so found.
- e. Prior to the dissemination of the Class Notice as set forth above in paragraphs 9(a) to 9(d), the Notice Administrator shall establish an Internet website, www.BarbarasBakerySettlement.com, that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines, and related information. The web site shall include, in .pdf format, materials agreed upon by the Parties and as further ordered by this Court.

- f. Prior to the dissemination of the Class Notice as set forth above in paragraphs 9(a) to 9(d), the Notice Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Class Members.
- g. The Notice Administrator shall timely disseminate any remaining notice, as stated in the Settlement Agreement and/or the Declaration of the Notice Administrator.
- h. Not later than ten (10) calendar days before the date of the Fairness Hearing, the Notice Administrator and/or Settlement Administrator shall file with the Court: (a) a list of those persons who have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, methods, and results of the notice program.
- 10. Findings Concerning Notice. The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.
- 11. **Exclusion from Class**. Any Class Member who wishes to be excluded from the Class must mail a personally signed, written request for exclusion to the Settlement Administrator at the addressed provided in the Class Notice, postmarked no later than October 14, 2013, or as the Court otherwise may direct, to the Notice Administrator, in care of the address provided in the Class Notice. Any person or entity requesting exclusion is requested to include in the signed written request the information set forth under Question 17 of the Class Notice. So-called "mass" or "class" opt-outs shall not be allowed. The Settlement Administrator shall forward copies of any written requests for

26

27

28

exclusion to Class Counsel and Barbara's Bakery's Counsel. The Settlement Administrator shall file a list reflecting all timely requests for exclusion with the Court no later than ten (10) calendar days before the Fairness Hearing. If the proposed settlement is finally approved, any potential Class Member who has not submitted a timely written request for exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in the Action, including but not limited to the Release, even if the potential Class Member previously initiated or subsequently initiates any litigation against any or all of the Released Parties relating to the claims and transaction released in the Action. Persons who properly exclude themselves from the Class shall not be entitled to participate in the benefits of the Settlement Agreement. Barbara's Bakery's Counsel shall provide to the Settlement Administrator, within ten (10) business days of the entry of this Preliminary Approval Order, a list of all counsel for anyone who has litigation against Barbara's Bakery that involves Eligible Products. The Settlement Administrator shall mail copies of the Class Notice to all such legal counsel. Barbara's Bakery will promptly direct the Settlement Administrator to serve the Class Notice on counsel for any Class Members who subsequently initiate litigation, arbitration, or other proceedings against Barbara's Bakery relating to claims alleging events occurring during the Class Period, the Eligible Products, and/or otherwise involving the Release.

- 12. <u>Objections and Appearances</u>. Any Class Member or counsel hired at any Class Member's own expense who complies with the requirements of this paragraph may object to any aspect of the proposed settlement.
- a. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the proposed Settlement, the award of Attorneys' Fees and Expenses, or the individual award to Plaintiff, must deliver to the Class Counsel identified in the Class Notice and to Barbara's Bakery's Counsel, and file with the Court, no later than October 14, 2013, or as the Court otherwise may direct: (a) a written statement of objections, as well as the specific reason(s), if any, for each objection, including any legal and factual support the Class Member wishes to bring to the Court's attention; (b) any evidence or other information the Class Member wishes to introduce in support of the objections; (c) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; and (d) a

list of all the Class Member's purchase(s) of Eligible Products. Class Members may do so either on their own or through an attorney retained at their own expense. Any Class Member filing an objection may be required to sit for deposition regarding matters concerning the objection. Any Class Member who fails to comply with the provisions in this section shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the Release in the Settlement Agreement in the Action.

- b. Any Class Member, including a Class Members who files and serves a written objection, as described above, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or the individual award to Plaintiff. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of the Class Counsel identified in the Class Notice and to Barbara's Bakery's Counsel, and file said notice with the Court, no later than October 14, 2013, or as the Court may otherwise direct.
- c. Any interested party may file a reply to any written objection, as described in Section 12(a) herein. A reply to an objection must be served and filed no later than seven (7) calendar days before the Fairness Hearing.
- 13. Preliminary Injunction. All Class Members and/or their representatives who do not timely exclude themselves from the Class are hereby preliminarily barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing litigation as class members, putative class members, or otherwise against Barbara's Bakery (or against any of its related parties or affiliates), and/or from receiving any benefits from, any lawsuit, administrative, or regulatory proceeding or order in any jurisdiction, based on or relating to the claims or causes of actions or the facts, and circumstances relating thereto, relating to the Eligible Products, the Action, and/or the Release. In addition, all such persons are hereby preliminarily barred and enjoined from filing, commencing, or prosecuting a lawsuit against Barbara's Bakery (or against any of its related parties or affiliates) as a class action, a separate class, or group for purposes of pursuing a

putative class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Class Members who do not timely exclude themselves from the Class, arising out of, based on, or relating to the claims, causes of action, facts, and/or circumstances relating thereto, relating to the Eligible Products, the Action, and/or the Release. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over this Action.

- 14. **Post-Office Box(es)**. The Settlement Administrator or their designated agent(s) shall rent one or more post-office boxes in the name of the Clerk of the Court, to be used for receiving requests for exclusion from the Class and any other communications. Other than the Court or the Clerk of Court and the Notice Administrator, only Barbara's Bakery, Barbara's Bakery's Counsel, Class Counsel, and their designated agents shall have access to these post-office box(es).
- 15. <u>Disclosure of Objections</u>. The Settlement Administrator, Barbara's Bakery's Counsel, and Class Counsel shall promptly furnish to each other copies of any and all objections or written requests for exclusion that might come into their possession.
- 16. Termination of Settlement. This Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; (b) the settlement is terminated in accordance with the Settlement Agreement; or (c) the settlement does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the settlement shall be used or referred to for any purpose whatsoever.
- 17. <u>Use of Order</u>. This Order shall be of no force or effect if the settlement does not become final and shall not be construed or used as an admission, concession, or declaration by or against Barbara's Bakery of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiff or the other Class

1	Members that their claims lack merit or that the relief requested is inappropriate, improper,
2	unavailable, or as a waiver by any party of any defenses or claims he, she, or it may have in this
3	Action or in any other lawsuit.
4	18. Retaining Jurisdiction . This Court shall maintain continuing jurisdiction over these
5	settlement proceedings to assure the effectuation thereof for the benefit of the Class.
6	19. Continuance of Hearing . The Court reserves the right to adjourn or continue the
7	Fairness Hearing without further written notice.
8	
9	
10	Honorable Charles R. Breyer UNITED STATES DISTRICT JUDGE
11	UNITED STATES DISTRICT JUDGE
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
	13

EXHIBIT 6

If You Bought a Barbara's Bakery Product

You Could Get Up to \$100 From a Settlement

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

There is a class action Settlement involving Barbara's Bakery Products. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong.

Who is included in the Settlement?

Anyone who bought an eligible Barbara's Bakery product from May 23, 2008 to Month 00, 0000 is included in the Settlement. A full list of products is available at the website located at www.BarbarasBakerySettlement.com or by calling 1-800-000-0000.

What does the Settlement provide?

A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs, and (4) a special service payment to the Class Representative. Barbara's Bakery has also agreed to change some of its business practices, including modifying its product labels and advertising. Any money remaining in the Settlement Fund after all claims are paid will be donated to charities and non-profit organizations. Additional details are in the Settlement Agreement available on the website.

How can I get a payment?

Submit a Claim Form online at www.BarbarasBakerySettlement.com or by mail by **Month 00, 2013**. The payment amount you receive will be based in part on the amount of products you purchased and the total number of claims made.

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement, a request for attorneys' fees and costs up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

Legal Notice (-02.004-0.00131109t001eFi864604*1*264104/**25**436

If You Bought a **Barbara's Bakery Product**

You Could Get Up to \$100 From a Settlement

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

There is a class action Settlement involving Barbara's Bakery Products. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong.

Who is included in the Settlement?

Anyone who bought an eligible Barbara's Bakery product from May 23, 2008 to Month 00, 0000 is included in the Settlement. A full list of products is available at the website located at www.BarbarasBakerySettlement.com or by

What does the Settlement provide?

calling 1-800-000-0000.

A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs and (4) a special service payment to the Class Representative. Barbara's Bakery has also agreed to change some of its business practices including modifying its product lables and advertising. Any money remaining in the Settlement Fund afer all claims are paid will be donated to charities

How can I get a payment?

Settlement Agreement available on the website.

and non-profit organizations. Additional details are in the

Submit a Claim Form online or by mail by Month 00, 2013. The payment amount you receive will be based in part on the amount of products you purchased and the total number of claims made.

What are my rights?

Even if you do nothing you will be bound by the Court's

decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement,

you may object to it by Month 00, 2013. The Court will hold a hearing on Month 00, 2013 to consider whether to approve the Settlement, a request for attorneys' fees up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

EXHIBIT 7

Settlement Claim Procedures and Claim Calculation Protocol

This Settlement Claim Procedures and Claim Calculation Protocol (collectively, the "Protocol") are part of the Settlement Agreement ("Agreement") and shall be used by the Settlement Administrator to review, address, implement, and process those Claims submitted pursuant to the Agreement and otherwise implement the terms of the Claim Process in the Agreement. All capitalized terms used in this Protocol shall have the same meaning given them in the Agreement.

1. Settlement Administrator's Role and Duties

- (a) The Settlement Administrator shall be selected by the agreement of the Parties and recommended to and approved by the Court.
- (b) The Settlement Administrator must consent, in writing, to serve and shall abide by the obligations of the Agreement, this Protocol, and the Orders issued by the Court.
- (c) The Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer the Claim Process set forth in the Agreement. The Settlement Administrator shall not process the Claim of any Class Member if the Settlement Administrator, Barbara's Bakery, or Class Counsel determines that there is a conflict of interest. In the event that the Settlement Administrator, Barbara's Bakery, or Class Counsel learns of a conflict of interest as to a Claim, that party shall give written notice to the other parties, who shall resolve any such circumstances by further written agreement. Any unresolved dispute over such conflict of interest shall be submitted to the Court for resolution.
- (d) The Settlement Administrator shall keep a clear and careful record of all communications with Claimants, all claims decisions, all expenses, and all tasks performed in administering the Claim Process.
- (e) The costs of the Settlement Administrator shall be paid by Barbara's Bakery pursuant to the Settlement Agreement.
- (f) The Settlement Administrator shall take all reasonable efforts to administer the Claims efficiently and to avoid unnecessary fees and expenses. As soon as work commences, the Settlement Administrator shall provide a detailed written accounting of all fees and expenses on a regular basis to Class Counsel and Barbara's Bakery's Counsel, and shall respond promptly to inquiries by Class Counsel and Barbara's Bakery's Counsel concerning fees and expenses.
- (g) The Parties are entitled to observe and monitor the performance of the Settlement Administrator to assure compliance with the Agreement and this Protocol. The Settlement Administrator shall promptly respond to all inquiries and requests for information made by Barbara's Bakery, its counsel, or Class Counsel.

2. Locating, Obtaining, and Submitting Claim Forms

- (a) The Claim Form, which is substantially similar to the form attached as Exhibit 1 to the Agreement, shall be available as part of the Class Notice, on the Internet website at www.BarbarasBakerySettlement.com, and by contacting by telephone or by mail or other similar service the Settlement Administrator and/or Notice Administrator. The Claim Form on the Internet website and the hard copy Claim Form shall be consistent in content.
- (b) The Claim Form shall advise Class Members that, upon request, the Settlement Administrator has the right to request information and/or documentation necessary to verify the purchase of the Eligible Products, including, but not limited to, receipt(s) or other documentation demonstrating purchase of any and all of the Eligible Products during the Class Period. If the Class Member does not timely comply and/or is unable to produce documents to substantiate and/or verify the information on the Claim Form and the Claim is otherwise not approved, the Claim may be reduced or denied.
- (c) Class Members may submit a Claim to the Settlement Administrator during the Claim Period. As part of the Claim Process, Class Members shall be eligible for the relief provided in the Agreement, provided Class Members complete and timely submit the Claim Form to the Settlement Administrator within the Claim Period, subject to the terms herein and in the Agreement.
- (d) Claims may be submitted by completing the Claim Forms in hard copy by mail or other similar delivery service or on-line through a web-based Claim Form at the Internet website, www.BarbarasBakerySettlement.com.
- (e) The Settlement Administrator and/or Notice Administrator shall establish and maintain an Internet website, www.BarbarasBakerySettlement.com, that shall be easily accessible through commonly used Internet Service Providers for the submission of claims. The Internet website shall be designed to permit Class Members to readily and easily submit Claims and obtain information about the Class Members' rights and options under the Agreement. The Internet website shall be maintained continuously until the end of the Claim Period. The Settlement Administrator shall be solely responsible for receiving and processing requests for Claim Forms and for promptly delivering Claim Forms to the Class Members who request them.
- (f) The Settlement Administrator also shall establish a toll-free telephone number that will have recorded information answering frequently asked questions about certain terms of the Settlement, including, but not limited to, the Claim Process and instructions about how to request a Claim Form and/or Class Notice.

3. Claim Form Review and Processing

(a) The Settlement Administrator shall begin the Claim Process so that it is completed within the time period specified in the Agreement. Except as provided

- in Paragraph 3(b)(iii) (below), Class Members must submit their Claims so that they are postmarked or submitted online no later than the end of the Claim Period.
- (b) The Settlement Administrator shall gather, review, prepare, and address the Claim Forms received pursuant to the Claim Process and the Agreement.
 - (i) Claims that have been properly submitted shall be designated as Approved Claims. The Settlement Administrator shall examine the Claim Form before designating the Claim as an Approved Claim, to determine that the information on the Claim Form is reasonably complete and contains sufficient information to enable the mailing of the settlement payment to the Claimant.
 - (ii) No Claimant may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Claimant ("Duplicative Claim Forms"). The Settlement Administrator shall determine whether there is any duplication of Claims, if necessary by contacting the Claimant(s) or their counsel. The Settlement Administrator shall designate any such Duplicative Claims as rejected Claims to the extent they allege the same damages or allege damages on behalf of the same Claimant.
 - (iii) The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud or abuse.
 - (iv) By agreement of the Parties, the Parties can instruct the Settlement Administrator to take whatever steps they deem appropriate to preserve the Settlement Fund to further the purposes of the Agreement if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse.
- (c) The Class Action Settlement Administrator shall provide periodic reports to Class Counsel and Barbara's Bakery's Counsel regarding the implementation of the Agreement and this Protocol.
 - (i) The Settlement Administrator may review timely submitted Claim Forms and approve or contest any of the Claims, including, but not limited to, requesting that the Class Member submit documentation demonstrating purchase of the Eligible Products during the Class Period.
 - (ii) If a Claim Form is not contested, that Claim shall be processed for payment by the Settlement Administrator. If a Claim Form is contested,

the Settlement Administrator shall promptly notify the Parties and mail a letter that advises the Claimant of the reason(s) why the Claim Form was contested and request, if applicable, any and all additional information and/or documentation, to validate the Claim and have it submitted for payment. The additional information and/or documentation can include, for example, receipts evidencing purchase of the Eligible Products and/or the payment amount. The Claimant shall have thirty-five (35) days from the date of the postmarked letter sent by the Settlement Administrator to respond to the request from the Settlement Administrator and the Claimant shall be so advised.

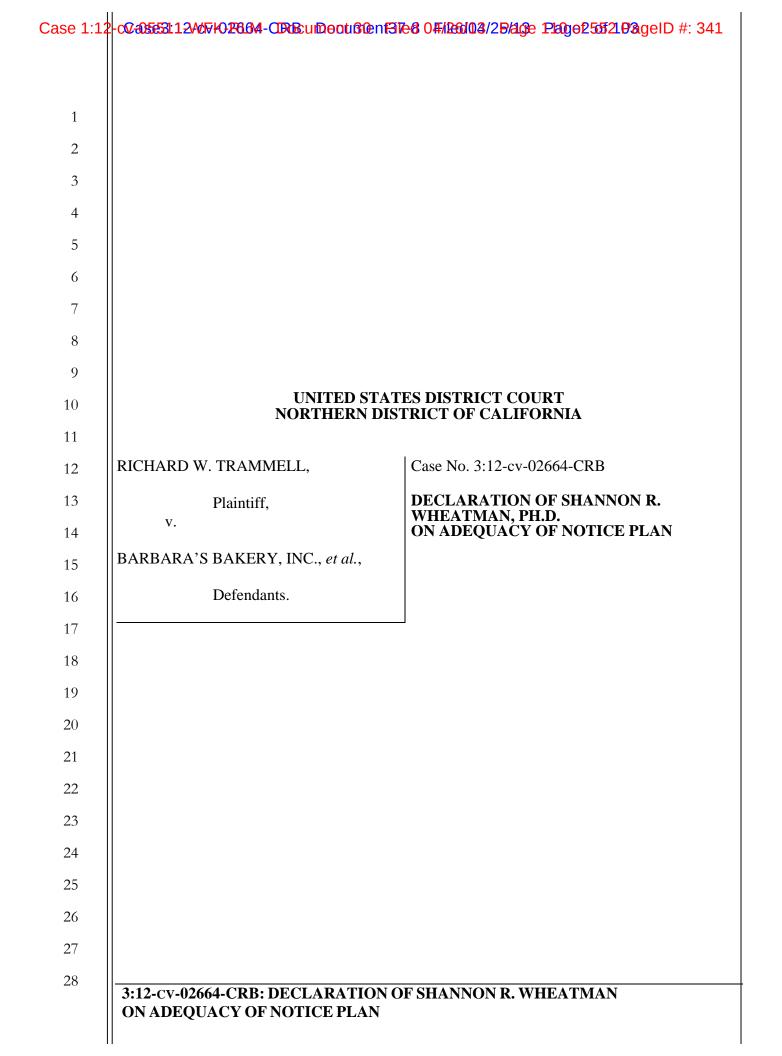
- (A) In the event the Claimant timely provides the requested information and/or documentation, the Claim shall be deemed validated and shall be processed by the Settlement Administrator for payment.
- (B) In the event the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Barbara's Bakery and Class Counsel otherwise agree.
- (d) The Settlement Administrator's reduction or denial of a Claim pursuant to paragraph 3(c)(iii) above is final and may not be appealed by the Claimant, Class Counsel, Barbara's Bakery, or Barbara's Bakery's Counsel. However, if a Claimant's Claim is reduced or denied because the Settlement Administrator determined that the documentation submitted to support Claimant's Claim was not sufficient to prove up the Claim, the Settlement Administrator shall provide a report to Class Counsel and Barbara's Bakery's Counsel who shall meet and confer in an attempt to resolve these deficient Claims. If Class Counsel reasonably recommends payment of the Claim or payment of a reduced claim amount and Barbara's Bakery agrees (and Barbara's Bakery's agreement shall not be unreasonably withheld), then Class Counsel shall instruct the Settlement Administrator to pay those Claims. Class Counsel may petition the Court in the event Barbara's Bakery's agreement is unreasonably withheld.
- (e) The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Barbara's Bakery.

4. Claim Calculation and Payment of Valid Claims

(a) As specified in the Agreement, the Settlement Administrator shall select the timely, valid, and approved Claims submitted pursuant to the Claim Process to be paid from the Settlement Fund Balance subject to any *pro rata* adjustments pursuant to the terms and conditions of the Agreement.

- (b) The Settlement Administrator shall begin to pay timely, valid, and approved Claims within one hundred and twenty (120) days after the close of the Claim Period, so long as this period is after the Final Settlement Date, or sooner upon Barbara's Bakery and Class Counsel's joint discretion, but not before the issuance of the Court's Final Order and Final Judgment approving the Settlement. In the event the Final Settlement Date falls after the close of the Claim Period, then the Settlement Administrator shall begin to pay timely, valid, and approved Claims commencing one hundred and twenty (120) days after the Final Settlement Date. Not later than one hundred sixty (160) days after either the occurrence of the Final Settlement Date or the close of the Claim Period, whichever is later, the Settlement Administrator shall have completed the payment to Class Members who have submitted timely, valid and approved Claims pursuant to the Claim Process, provided, further however, that Barbara's Bakery and Class Counsel may, at their joint discretion, commence this payment period after final approval of the settlement by the Court, but before the attainment of the Final Settlement Date.
- (c) The relief to be provided to eligible Class Members shall be as set forth in the Agreement.

EXHIBIT 8



7

10

9

11

12

13

14 15

16

17

18

19 20

21

22

23 24

25

26 27

28

- I, Shannon R. Wheatman, being duly sworn, hereby declare as follows:
- 1. I am a Senior Vice President of Kinsella Media, LLC ("KM"), an advertising and notification firm in Washington, D.C. specializing in the design and implementation of class action and bankruptcy notification programs. My business address is 2120 L Street, NW, Suite 860, Washington, D.C. 20037. My telephone number is (202) 686-4111.
- 2. This report will describe my experiences in designing and implementing notices and notice plans, my credentials to opine on the overall adequacy of the notice effort, as well as describe the notices (the "Notice" or "Notices") proposed here for Trammell v. Barbara's Bakery, Inc., including how they were developed and why I believe they will be effective. Attached as **Exhibit 1** is the proposed Notice Plan.

RELEVANT EXPERIENCE

- 3. I have served as a qualified class action notice expert in many major class actions. State and federal courts have accepted my analyses and expert testimony on whether information is effectively communicated to people. My curriculum vitae is attached as Exhibit 2.
- 4. I have testified in court as an expert in Spillman v. RPM Pizza, Inc., No. 10-349 (M.D. La.); PRC Holdings LLC v. East Resources, Inc., No. 06-C-81 (Cir. Ct. W. Va.); Guidry v. American Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish); Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark); and Beasley v. The Reliable Life *Insurance Co.*, No. CV-2005-58-1 (Cir. Ct. Ark). I have been deposed as an expert in *Thomas* v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).
- 5. I have been involved in some of the largest and most complex national notification programs in the country, including: In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.) (involving tens of millions of consumers); In re: Oil Spill by the Oil Rig

1 "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, MDL No. 2179 (E.D. La.); 2 3 4 5 6 7 8 9 10

12

11

14 15

13

16

17

18

19

20

21 22

23

24

25 26

27

28

Kramer v. B2Mobile, LLC (text messaging case involving 40 million consumers), No. 10-cv-02722 (N.D. Cal.); In Re: Enfamil LIPIL Mkt'g & Sales Pract. Litig. (consumer fraud settlement involving millions of infant formula purchasers), No. 11-MD-02222 (S.D. Fla.); Fogel v. Farmers Group, Inc (\$455 million settlement involving tens insureds), No. BC300142 (Cal. Super. Ct., LA County); In re Katrina Canal Breaches Consolidated Litig. (settlement obtained for Hurricane Katrina and Rita survivors), No. 05-4182 (E.D. La.); Lockwood v. Certegy Check Services, Inc. (data theft settlement involving over 37 million consumers), No. 8:07CV-1434 (M.D. Fla.); Grays Harbor Adventist Christian School v. Carrier Corp. (defective product settlement involving high efficiency furnaces), No. 05-05437 (W.D. Wash.); and many others.

- 6. Courts have admitted my expert testimony on quantitative and qualitative evaluations of the effectiveness of notice programs and several courts have commented favorably, on the record, regarding the effectiveness of notice plans I have done. Selected judicial comments are included in the attached curriculum vitae.
- 7. My qualifications include expertise in the form and content of notice. For example, while serving with the Federal Judicial Center ("FJC"), I played an integral part in the development of the illustrative, "model" forms of notice, designed to satisfy the plain language requirements of Federal Rule of Civil Procedure 23(c)(2). This research formed the basis for my doctoral dissertation, The Effects of Plain Language Drafting on Layperson's Comprehension of Class Action Notices (2001) (Ph.D. dissertation, University of Georgia). To assist judges and attorneys, in state as well as federal courts, the FJC has posted the notices at www.fjc.gov.
- 8. I have authored and co-authored articles on notice and due process. I believe notice and due process depend upon clear communication with the people affected. See, e.g.,

11

10

13 14

12

15 16

17

18

19

20 21

22

23

24

25 26

27

28 3:12-cv-02664-CRB: DECLARATION OF SHANNON R. WHEATMAN

Shannon R. Wheatman & Terri R. LeClercq, Majority of Class Action Publication Notices Fail to Satisfy Rule 23 Requirements, 30 REV. LITIG. 53 (2011); Katherine Kinsella & Shannon R. Wheatman, Class Notice and Claims Administration, in The International Private Enforcement of Competition Law 264-274 (Albert A. Foer & Jonathan W. Cuneo eds., 2010); Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, Do you really want me to know my rights? The ethics behind due process in class action notice is more than just plain language: A desire to actually inform, GEO J. LEGAL ETHICS, 18 (4), 1359-1382 (2005); Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina, 80 Tulane Law Rev. 1771 (2006).

9. KM was retained to design and implement the Notice Program in this litigation. I submit this declaration to describe the elements of the Notice Program.

Overview

- 10. The proposed Notice Program was designed to reach the greatest practicable number of Class Members ensuring that they will be exposed to the Notice, to see, review, and understand it.
- 11. I have been involved in drafting the various forms of Notice described below. All forms of Notice are noticeable, clear, concise, and in plain, easily understood language.
- 12. In developing the Notice Program, it was determined that the most practicable way to reach Class Members is through the use of direct notice, paid media, earned media, and an informational website.
- 13. As detailed below, in my opinion, the Notice Program represents the best notice practicable.

NOTICE PLAN SUMMARY

14. Although each case is unique, the methods and tools used in developing the Notice Program for this Settlement have been employed in many other court-approved notice plans.

Direct Notice

15. Notice will be sent via email or mail to known Class Members who purchased Barbara's Bakery products online of their rights and how they may participate in the Settlement.

16. It is my understanding that Rust Consulting Inc. will make three delivery attempts to any email that bounces back. Rust will also take measures to ensure the maximum deliverability of the emails, including among other things, utilizing a vendor that has contacts with Internet Service Providers ("ISPs") to ensure that the ISPs understand that the emails are non-soliciting.

17. After the Court grants approval to the Notice Plan and Notices, potential Class Members will be sent a Summary Notice in the form of a Postcard Notice or Email Notice.

Publication Notice

- 18. To effectively reach Class Members, KM recommends a paid media program.
- 19. To design the paid media segment of the notice program, KM analyzed syndicated data available from the 2012 Doublebase Survey¹ from GfK MediaMark Research, Inc. ("GfK

¹ GfK MRI produces an annual Doublebase, a study of 50,000+ adults consisting of two full years of data. The MediaMark sample consists of 26,000+ respondents. Fieldwork is done in two waves per year, each lasting six months and consisting of 13,000 interviews. At the end of the interview, the fieldworker presents a self-administered questionnaire that measures approximately 500 product/service categories, 6,000 brands, and various lifestyle activities. Resulting data is weighted to reflect the probabilities of selection inherent in the sample design

MRI"). GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media including broadcast, magazines, newspapers, and outdoor advertising. MRI provides a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics.

- 20. Using GfK MRI, KM selected demographics that encompass the characteristics of Class Members. Media vehicles were then analyzed and selected for their strength and efficiency in reaching these demographic targets.
- 21. KM chose adults 18 years of age or older that bought food labeled as natural or organic ("Healthy Food Purchasers") as the primary target audience. GfK MRI provides specific data on this target audience.
- 22. To effectively reach this Class, KM recommends a broad-based notice program that utilizes national consumer magazines, a newspaper supplement, and Internet ad networks in order to meet due process standards and provide the best notice practicable under the circumstances.
- 23. KM chose the specific consumer magazines listed below because they provide good coverage of Healthy Food Purchasers. The Publication Notice will appear in the following consumer magazines:
 - a. A half-page ad (3.5" x 10") once in *Parents* with an estimated circulation of 2,200,000.
 - b. A half-page ad (3.375" x 10") once in *People* with an estimated circulation of 3,475,000.

and then balanced so that major study demographics match the most recent independent estimates.

- c. A half-page ad (3.5" x 10") once in *Southern Living* with an estimated circulation of 2,800,000.
- 24. The Publication Notice will appear in the following newspaper supplement:
 - d. A two-fifths-page ad once in *Relish* with an estimated circulation of 15,000,000.
- 25. Internet advertising will include the following placements:
 - a. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network. 24/7 Real Media is a network that represents over 5,000 websites.
 - b. A banner advertisement measuring 100 x 100 pixels will appear, on a rotating basis, on Facebook.com, which is a free, global social networking website that helps people communicate with friends, family, and coworkers.
 - c. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Microsoft Media Network, which is a premium ad network of top-ranked commercial sites.
 - d. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Specific Media Network. Specific Media is an online media company that enables advertisers to target audiences through advanced proprietary technologies across a premium network.
 - e. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Yahoo! Network. Yahoo is a leading Internet brand and global online network of integrated services providing users with entertainment and other quality content.

- 26. For the purpose of evaluating the strength and efficiency of the media, the national consumer magazines, newspaper supplement, and Internet² were measured against the target audience to establish the estimated *reach*³ of the media program and the estimated *frequency*⁴ of exposure to the media vehicles.
 - e. An estimated 80.1% Healthy Food Purchasers will be reached with an average frequency of 2.3 times.
- 27. All print advertising will carry a toll-free number and website address for potential Class Members to request or access the Long Form Notice.

Earned Media

- 28. An earned media program will be implemented in order to amplify the paid media program and provide additional notice to Class Members. The earned media program will feature:
 - f. A press release distributed on PR Newswire's Full National Circuit, reaching approximately 5,000 media outlets and 5,400 websites. The press release will highlight the toll-free telephone number and Settlement website address so that Class Members can obtain complete information.

Online Media

29. A website will be established at www.BarbarasBakerySettlement.com to enable

² MRI does not measure the U.S. territories and possessions newspapers or the trade publications. Therefore, their contribution to the overall reach of the media is not calculated.

³ Reach is the estimated number of different people exposed to a specific vehicle or combination of vehicles. It can be expressed as whole number or percentage of the total population.

⁴ Frequency is the estimated average number of opportunities an audience member has to see the notice.

potential Class Members to get information on the Settlement.

2

3

4 5

6

7

8

9

10

11

12 13

14

15

16

17

18

19

20 21

22

23

24

25

26 27

Other

30. A toll-free phone number will be established allowing Class Members to call and request that a Notice be mailed to them or listen to frequently asked questions.

31. A post office box will be established allowing Class Members to contact Class Counsel by mail with any specific requests or questions.

THE FORM AND CONTENT OF THE NOTICES

- 32. Attached as **Exhibits C**, **D**, and **E** to the Notice Plan are copies of the Email Notice, Postcard Notice, Long Form Notice, and Publication Notice.
 - 33. The Notices effectively communicate information about the Settlement.
- 34. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in "plain, easily understood language." KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.
- 35. The Summary Notices (Email, Postcard, and Publication Notices) are designed to capture the Class Member's attention with clear, concise, plain language. They direct readers to the case website for more information. The plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. No important or required information is missing or omitted. In fact, these Notices state all required information, without omitting significant facts that Class Members need to understand their rights. The Summary Notices refer readers to the Long Form Notice which is available to those who call or visit the website.

36. The Long Form Notice will be available at the website or by calling the toll-free number. The Long Form Notice provides substantial information, including all specific instructions Class Members need to follow to properly exercise their rights, and background on the issues in the case. It is designed to encourage readership and understanding, in a well-organized and reader-friendly format.

37. In preparing the Notices in this Settlement, I have employed communications methods that are well-established in my field. I have embraced the high standards embodied in the Advisory Committee's notes accompanying the 2003 changes to Rule 23(c)(2):

The direction that the class-certification notice be couched in plain easily understood language is added as a reminder of the need to work unremittingly at the difficult task of communicating with class members.

Conclusion

38. It is my opinion that the reach of the target audience and the number of exposure opportunities to the notice information is adequate and reasonable under the circumstances, and it is consistent with the standards employed by KM in notification programs designed to reach members of settlement groups or classes. The Notice Program as designed is fully compliant with Rule 23 of the Federal Rules of Civil Procedure, and in my opinion, it is the best notice practicable.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Washington, D.C. this 24th day of April 2013.

Shan Whe

Shannon R. Wheatman

EXHIBIT 1



NOTICE PROGRAM

Trammell v. Barbara's Bakery, Inc.

Case No. 12-CV-02664-CRB

United States District Court Northern District of California

TABLE OF CONTENTS

PAGE FIRM OVERVIEW 4 **CASE BACKGROUND** Situation Analysis 6 Class Definition 7 **Notice Program Overview** Program Components 10 Direct Notice 11 12 Paid Media Program Paid Media Placements Summary 13 PAID MEDIA METHODOLOGY 15 **TARGET AUDIENCE** Selection Methodology 17 Demographics 18 Media Usage 20 PAID MEDIA PLACEMENTS Newspaper Supplement 23 24 Consumer Magazines Target Audience's Print Readership 25 Internet Advertising 26 NATIONAL MEDIA DELIVERY 28 **NOTICE DESIGN** Direct Notice 30 Detailed Notice 31 **Publication Notice** 32 Website and Internet Ads 33

EARNED MEDIA PROGRAM	34
TOLL-FREE TELEPHONE SUPPORT	35
EXHIBITS	
Exhibit A – KM Case Experience	
Exhibit B – Relish Newspaper Supplement	
Exhibit C – Direct Notice	
Exhibit D – Detailed Notice	
Exhibit E – Publication Notice	

FIRM OVERVIEW

Kinsella Media, LLC ("KM") is a nationally recognized legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 700 notification programs and has placed over \$300 million in paid media notice. A selection of KM's case experience is attached as Exhibit A.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in "plain language" and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and comparable state guidelines.

CASE BACKGROUND

CASE BACKGROUND: SITUATION ANALYSIS

This Notice Program is submitted by Kinsella Media, LLC ("KM") in connection with *Trammell v. Barbara's Bakery, Inc.* in the U.S. District Court for the Northern District of California. This document outlines the efforts that will be made to provide notice of the Settlement to reach consumers.

The lawsuit claims, *inter alia*, that Barbara's Bakery, Inc. manufactured, marketed, and sold various food, cereals, and snack products ("Eligible Products") as "all natural" when the Eligible Products are made with unnatural ingredients. Plaintiff alleges that, as a result, consumers purchased and consumed a product on the false premise that the product is "all natural." The lawsuit claims this conduct violated California's Unfair Competition Law, False Advertising Law, Consumer Legal Remedies Act, and constituted breach of an express warranty.

The goal of the Notice Program is to inform as many Class Members as possible about the Settlement and how it will affect their rights. The Notice Program recommends a paid media approach.

CASE BACKGROUND: CLASS DEFINITION

The Class is defined as:

All persons who, during the Class Period, purchased in the United States any of the Eligible Products. "Eligible Products" means any of the following Barbara's Bakery products, of any size, purchased by Class Members during the Class Period:

· Cereals:

BROWN RICE CRISPS

CORN FLAKES

HIGH FIBER

HOLE 'N OATS

HONEST O'S

ORGANIC APPLE CINNAMON O'S

ORGANIC BREAKFAST O'S

ORGANIC BROWN RICE

ORGANIC BROWN RICE CRISPS

ORGANIC CORN FLAKES

ORGANIC CRISPY WHEATS

ORGANIC HONEY CRUNCH 'N

OATS

ORGANIC HONEY NUT O'S

ORGANIC SNACKIMALS CEREAL

ORGANIC WILD PUFFS

PUFFINS

PUFFIN PUFFS

SHREDDED OATS

SHREDDED WHEAT

SHREDDED SPOONFULS

SHREDDED MINIS

TOASTED OATMEAL FLAKES

ULTIMA ORGANIC

• Cereal Bars:

MULTIGRAIN CEREAL BARS

FRUIT & YOGURT BARS

PUFFINS CEREAL AND MILK BARS

• Cheese Puffs:

BAKED CHEESE PUFFS

CHEESE PUFFS

- FIG BARS
- CRUNCHY ORGANIC GRANOLA BARS
- SNACKIMALS ANIMAL COOKIES
- ORGANIC MINI COOKIES
- · Snack Mixes:

BRUSCHETTA SNACK MIX

HONEY CINNAMON SNACK MIX HONEY MUSTARD SNACK MIX

SALSA SNACK MIX

• Crackers:

CRISP COOKIES

GO GO GRAHAMS

PIZZA AND CHEESE BITES

RITE LITE ROUNDS

WHEATINES

"Class Period" means the period from May 23, 2008, up to and including the date of the first dissemination of the Summary Settlement Notice or Class Notice, whichever is earlier. Excluded from the Class are: (a) Barbara's Bakery's board members or executive-level officers, including its attorneys; (b) persons who purchased the Eligible Products primarily for the purpose of resale; (c) retailers or re-sellers of the Eligible Products; (d) governmental entities;

(e) persons who timely and properly exclude themselves from the Class as provided in the Agreement; (f) persons who purchased the Eligible Products via the Internet or other remote means while not residing in the United States; and (g) the Court, the Court's immediate family, and Court staff.

PAID PROGRAM OVERVIEW

NOTICE PROGRAM OVERVIEW: PROGRAM COMPONENTS

This Notice Program outlines procedures to provide notice of the settlement of *Trammell v. Barbara's Bakery, Inc.* as a class action, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

Based on information provided by Plaintiffs' Counsel, the results of research on Class Members and their response to media and the media habits of the target audience, KM recommends the following two-part notice program.

- > **DIRECT NOTICE:** Direct Notice to potential Class Members will consist of:
 - A summary of the Settlement will be emailed to a list of known Class Members who purchased Barbara's Bakery products online.
 - A Postcard Notice will be sent via first-class mail to a list of known Class Members who do not receive an email notice.
- ➤ PAID MEDIA-BASED NOTICE: After careful research of the demographics of Class Members, KM recommends broad paid media notice comprised of print and Internet vehicles that will reach those Class Members, including:
 - Consumer magazines and a newspaper supplement, and
 - ➤ Internet banner ads on multiple networks and hundreds of targeted websites.
- **EARNED MEDIA:** KM recommends amplifying paid media notice efforts with earned media outreach through a press release sent to major media outlets.

To complement the Notice Program and to ensure Class Members' easy access to updated information, KM recommends a dedicated informational website.

NOTICE PROGRAM OVERVIEW: **DIRECT NOTICE**

Direct Notice will consist of emailing a summary of the Settlement to identifiable Class Members, informing them of their legal rights and how they may participate in or opt-out of the Classes. The Notice will be sent to known Class Members who purchased Barbara's Bakery products online. Any email notices that are returned as non-deliverable after three attempts, will be re-mailed in the form of a Postcard Notice to any known address of Class Member who purchased Barbara's Bakery products online.

NOTICE PROGRAM OVERVIEW: PAID MEDIA PROGRAM

Direct Notice will be provided to all identifiable Class Members. To reach Class Members, KM recommends the use of measurable paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing, and positioning of the message. Newspapers, consumer magazines, television, radio, and the Internet, among other sources, offer paid media opportunities.

In considering which media to use for this case, KM evaluated the media consumption habits of the following target audience: Adults 18 years of age and older that bought food labeled as natural or organic ("Healthy Food Purchasers").

Based on data regarding the target audience's media consumption, KM researched the most appropriate media vehicles that would be best for this case. KM reviewed available consumer magazines, newspaper supplements, and Internet channels for reach of the target audiences as well as compatibility of the editorial.

NOTICE PROGRAM OVERVIEW: PAID MEDIA PLACEMENTS SUMMARY

The following list provides a brief summary of KM's recommended media placements in this case. More detailed information about each publication and its applicability to the target audience in this case appears in the Paid Media Placements section of this plan.

PRINT PUBLICATIONS

Newspaper Supplement

Relish

Consumer Magazines

- Parents
- People
- Southern Living

ONLINE **M**EDIA

Internet Banner Ads

- 24/7 Network
- Facebook.com
- Microsoft Media Network
- Specific Media Network
- Yahoo! Network

PAID MEDIA METHODOLOGY

PAID MEDIA METHODOLOGY

KM notice programs directed to unidentified class members: (1) identify the demographics of class members and establish a target audience, (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure, and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

In the wake of the Supreme Court's decisions in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), the reliability of a notice expert's testimony should be tested against the standards developed within the media industry for determining to what degree and at what frequency a target audience has been reached. In assessing the expert's reliability, the court must determine whether the testifying expert "employs in the courtroom the same level of intellectual rigor that characterizes the practice of an expert in the relevant field." *Kumho*, 526 U.S. at 152. That showing would likely require evidence that the expert's data and methodology are similar to that used by professionals in the relevant field.

In keeping with the *Daubert* and *Kumho* rulings, KM employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience that encompasses the characteristics of class members is the first step in designing the paid media program. KM chooses media vehicles based on their ability to provide effective and cost-efficient penetration of the target audience. Then it measures selected vehicles against the target audience to quantify the reach of the media program and the frequency of exposure to the media vehicles. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- **Reach** is the estimated number of different people exposed to a specific vehicle or combination of vehicles. It can be expressed as whole number or percentage of the total population.
- > Frequency is the estimated average number of opportunities an audience member has to see the notice.

TARGET AUDIENCE

TARGET AUDIENCE: SELECTION METHODOLOGY

To develop a profile of the demographics and media habits of potential Class Members, KM analyzed syndicated data available from GfK MRI's 2012 Doublebase Study¹.

GfK MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited research firm, it provides information concerning magazines, television, radio, Internet and other media to leading national advertisers and over 450 advertising agencies – including 90 of the top 100 in the U.S. GfK MRI's nationally syndicated data are widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the U.S.

Specifically, GfK MRI presents a single-source measurement of major media, products, services, and indepth consumer demographic and lifestyle characteristics. GfK MRI provides data on media usage, audience composition, and other relevant factors pertaining to all major media types as well as the readership of print vehicles.

Therefore, to adequately reach the Class, KM will purchase and measure media against the following primary target:

Adults 18 years of age and older that bought food labeled as natural or organic ("Healthy Food Purchasers")

Consumer data. (GfK MRI was known until mid-2010 as Mediamark Research & Intelligence, or MRI.)

size and make-up of media audiences. The Doublebase Study consists of two years of Survey of the American

¹ Since 1979, GfK MRI's *Survey of the American Consumer* has conducted detailed polling of a large sample of U.S. adults about the media they see and hear and about the products they use. Participants in the survey are identified by age, occupation, income, education and by where they live, among other things. They are asked what magazines and newspapers they read, what TV shows and cable channels they watch, and are asked questions about Internet access and radio formats. Survey data indicate the brands and products they use from among 500 categories and 6000 consumer brands. The data from this survey is used by media practitioners industry-wide to characterize media and product users by demographics and to account for and compare the

TARGET AUDIENCE: **DEMOGRAPHICS**

Based on GfK MRI data, the graph below outlines the demographics of Healthy Food Purchasers and the demographics of adults 18 years and older ("Adults 18+") for comparison purposes:

DEMOGRAPHICS	ADULTS 18+	HEALTHY FOOD PURCHASERS
Gender		
Male	48.4%	31.6%
Female	51.6%	68.4%
Age		
18-24	12.8%	11.3%
25-34	17.9%	17.8%
35-44	17.7%	19.0%
45-54	19.3%	21.0%
55-64	15.5%	18.0%
65+	16.8%	13.0%
Education		
Graduated/Attended College	55.4%	69.7%
Graduated High School	30.8%	22.7%
Household Income ²		
Under \$20,000	13.9%	8.9%
\$20,000 - \$39,999	19.7%	14.5%
\$40,000 - \$59,999	17.0%	15.9%
\$60,000 - \$74,999	10.9%	10.3%
\$75,000+	38.6%	50.4%
\$100,000+	25.1%	33.9%
Ethnicity ³		
Caucasian	76.1%	79.6%
African-American	11.7%	9.4%
Hispanic	14.0%	11.2%
Asian	3.2%	4.1%
Other	9.5%	7.4%

² The total percentages listed do not equal exactly 100% percent because GfK MRI rounds up all percentages to the nearest tenth of a decimal.

³ The GfK MRI *Doublebase Study* allows for multi-classification of an individual's ethnicity. Therefore, the sum of all ethnicities may be greater than 100%.

Location ⁴	ADULTS 18+	HEALTHY FOOD PURCHASERS
A & B "Urban" Counties	71.7%	79.6%
C & D "Rural" Counties	28.3%	20.4%

Based on these data, Healthy Food Purchasers are more likely than the average adult to be/have:

- > Women
- > 25-64 years of age
- Educated
- ➤ A household income over \$75,000
- Living in urban counties

4

⁴ "A" Counties, as defined by A.C. Nielsen Company ("Nielsen"), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the United States. "B" Counties, as defined by Nielsen, are all counties not included under A that have either a population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. "C" Counties, as defined by Nielsen, are all counties not included under A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. "D" Counties are, essentially, rural counties.

TARGET AUDIENCE: MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

KM notice plans focus on the media types used most often by the target audiences. To examine the media habits of the target audience, KM compares the target audience's media usage to that of the average adult 18 years of age and older ("Adult 18+") in usage quintiles reported by GfK MRI. The study ranks respondents based on their amount of exposure to a medium and divides them into five equal-sized groups ("quintiles") from heaviest usage (1) to lightest usage (5).

The media usage of the target audience in each quintile is expressed as an index. An index of 100 is the average adult's usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than the average adult, and an index below 100 indicates a lighter usage of the medium than the average adult.

The target audience's top two quintiles (heaviest and next heaviest usage) for each type of media are:

MEDIA	ADULTS 18+	HEALTHY FOOD PURCHASERS
Magazine		
Quintile 1	100.0	113.0
Quintile 2	100.0	113.0
Newspaper		
Quintile 1	100.0	100.0
Quintile 2	100.0	97.0
Radio		
Quintile 1	100.0	96.0
Quintile 2	100.0	108.0
Television		
Quintile 1	100.0	67.0
Quintile 2	100.0	84.0
Internet		
Quintile 1	100.0	125.0
Quintile 2	100.0	114.0

These data indicate the following regarding the target audience's media consumption habits:

- Heavy consumers of Internet and magazines
- > Average consumers of newspapers and radio
- ➤ Light television viewers

PAID MEDIA PLACEMENTS

PAID MEDIA PLACEMENTS: NEWSPAPER SUPPLEMENTS

Relish is a publication known as a newspaper supplement that is inserted into weekend or Sunday editions newspapers nationwide. These magazines, printed on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, KM recommends this newspaper supplement because of its cost-effective reach capability.

Relish appears in 1,008 papers. A list of the newspapers into which the selected supplement is inserted is attached as Exhibit B.

KM recommends the following newspaper supplement placement:

relish

- ➤ A two-fifths-page ad (4.75" x 6.625") once in *Relish* with an estimated circulation of 15,000,000.⁵
- > Relish is published monthly and is a food-focused newspaper supplement. The magazine brings readers useful cooking tips, recipes, and new products for the kitchen.
- > 37.8% of Healthy Food Purchasers read an average issue of *Relish*.

⁵ The GfK MRI readership estimate for *Relish* is reflective of the broader readership measurement of the newspaper carrier groups into which these supplements are inserted. A custom study, conducted in 2003, by GfK MRI indicates that the actual readership of the supplements is less than that of the carrier papers. While this study provided directional insight into the audience, the data provided is highly variable and insufficient for use in specific computation of reach and frequency. Therefore, the use of carrier paper readership for the newspaper supplements remains an accredited methodology

PAID MEDIA PLACEMENTS: CONSUMER MAGAZINES

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. Heavy readers read 16 or more magazines per month. Weekly magazines quickly accumulate readership and provide timely and efficient notice to readers. KM chose the specific consumer magazines listed below because they are among the highest ranking in coverage of the target audience.

KM recommends the following consumer magazine placements:

Parents

- ➤ A half-page ad (3.5" x 10") once in *Parents* with an estimated circulation of 2,200,000.
- Parents is published monthly and provides information and advice in raising healthy children.
- > 6.6% of Healthy Food Purchasers read an average issue of *Parents*.



- ➤ A half-page ad (3.375" x 10") once in *People* with an estimated circulation of 3,475,000.
- > People is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.
- ➤ 21.8% of Healthy Food Purchasers read an average issue of *People*.

Southern Living

- ➤ A half-page ad (3.5" x 10") once in *Southern Living* with an estimated circulation of 2,800,000.
- > Southern Living is a monthly publication covering food, travel, homes, and gardens between the South's traditional and cosmopolitan attitudes.
- ➤ Healthy Food Purchasers are 24% more likely than the average adult to be *Southern Living* readers.

PAID MEDIA PLACEMENTS: TARGET AUDIENCE'S PRINT READERSHIP

Readership includes both primary readers and pass-along readers. Primary readers purchase a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a doctor's office. The table below indicates the estimated number of readers in the target audience of an average issue of the magazine or newspaper supplement:

PUBLICATION	INSERTIONS	HEALTHY FOOD PURCHASERS
Parents	1	1,374,000
People	1	4,543,000
Southern Living	1	1,670,000
Relish	1	7,866,000

PAID MEDIA PLACEMENTS: INTERNET ADVERTISING

GfK MRI provides data on Internet usage by asking survey respondents about their online usage during the 30 days prior to the survey. According to GfK MRI, 88.2% of Healthy Food Purchasers used the Internet during the last 30 days.

Accordingly, KM recommends incorporating Internet advertising into the Notice Program in order to provide potential Class Members with additional national notice opportunities beyond the broad-reaching print program. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information.

WEBSITE ADVERTISING

KM recommends placing ads on a wide range of websites, enabling maximum exposure opportunities to reach the broad audience of Healthy Food Purchasers. In addition, websites with audiences that are highly comprised of the specific target audiences were also selected. KM also recommends using advanced targeting to reach Healthy Food Purchasers and to optimize based on performance during the campaign. After optimization additional Internet sites may be used to increase exposure to the message. (Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.)

KM recommends 247,000,000+ impressions in the following Web placements:



- ➤ 24/7 Real Media is a network that represents over 5,000 websites.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network.

facebook

- Facebook.com is a free, global social networking website that helps people communicate with friends, family and coworkers.
- A banner advertisement measuring 100 x 100 pixels will appear, on a rotating basis, on Facebook.com.



- Microsoft Media Network is a premium ad network of top-ranked commercial sites.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the Microsoft Media Network.

S^m specificmedia

- > Specific Media is an online media company that enables advertisers to target audiences through advanced proprietary technologies across a premium network.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the Specific Media Network.

YAHOO!

- Yahoo! is a leading Internet brand and a global online network of integrated services providing users with entertainment and other quality content.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250, and 120 x 600 pixels will appear, on a rotating basis, on various Yahoo! Web pages.

NATIONAL MEDIA DELIVERY

The paid media program outlined in this plan provides Class Members with multiple exposure opportunities to media vehicles carrying the Notice and delivers the following estimated reach and frequency measurements to the target audience defined by the 2012 ComScore/GfK MRI Media+Fusion (12-12/S12) Study⁶ from GfK MRI and comScore:

➤ An estimated 80.1% of Healthy Food Purchasers will be reached with an average estimated frequency of 2.3 times, delivering at least 38,000,000 gross impressions.⁷

⁶ GfK MRI Net+ Fusion combines GfK MRI's *Survey of the American Consumer* and Nielsen Online's NetView, providing a single-source dataset of off-line and online media usage by American consumers. Nielsen uses a patented metering technology and representative panels of Internet users to collect and report consumer Internet usage. The GfK MRI survey provides data on magazine and newspaper reading, television viewing, radio listening, product consumption, psychographic characteristics, computer and Internet access configurations, and geo-demographic characteristics. Combining the two datasets provides unduplicated audience estimates across print and online media.

⁷ Gross Impressions are the duplicated sum of audiences to the media vehicles containing the notice.

NOTICE DESIGN

NOTICE DESIGN: DIRECT NOTICE

The plain language Email and Postcard Notices (Exhibit C) are designed to alert Class Members to the litigation by using an informative headline. This headline will enable Class Members to quickly determine if they may be affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. The Email and Postcard Notices include all of the substantive information required by Rule 23.

Each notice will prominently feature a toll-free number and website address for Class Members to obtain the Detailed Notice and other information.

NOTICE DESIGN: DETAILED NOTICE

The Detailed Notice (Exhibit D) will be compliant with Rule 23 and consistent with the Federal Judicial Center's "illustrative" class action notices. Specifically, the Detailed Notice will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definition of the class certified;
- ➤ The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- \rightarrow The binding effect of a class judgment on members under Rule 23 (c)(3).

The Detailed Notice will prominently feature a toll-free number and website address for Class Members to obtain more information and file a claim.

NOTICE DESIGN: PUBLICATION NOTICE

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires notices in 23(b)(3) class actions to be written in "plain, easily understood language." KM applies the plain language requirement in drafting all notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

The plain language Publication Notice (Exhibit E), is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition and the legal rights available to Class Members. The Publication Notice will include all the substantive information required by Rule 23.

Each advertisement will prominently feature a toll-free number and website address to obtain the Detailed Notice and other information.

Notice Design: Website and Internet Ads

An informational interactive website is a critical component of the Notice Program. A website is a constant information source instantly accessible to millions. In this case, the site will capitalize on the Internet's ability to distribution information and provide access to customer service.

WEBSITE DESIGN

Combining clean site design, consistent site navigation cues and search engine optimization, the website will provide Class Members with easy access to the details of the litigation.

- ➤ CLEAN DESIGN: The site will be designed for ease of navigation and comprehension, with user-friendly words and icons. Clearly labeled content will include the Detailed Notice, court documents, and answers to frequently asked questions. A "Contact Us" page will provide a toll-free number for individuals seeking additional information and the address or email of Class Counsel.
- ➤ ONLINE REGISTRATION/CLAIM FILING: In an effort to make it even easier for Class Members to receive information/make claims, the website will allow users to request hard copies of materials, and/or make a claim online.

INTERNET BANNER AD DESIGN

KM will design Internet banner advertisements to alert Class Members to the litigation by using a bold headline. The headline will enable Class Members to quickly determine if they may be affected by the litigation. When users click on the banner advertisement, they will be connected to the informational website that contains complete information about their legal rights.

EARNED MEDIA PROGRAM

Earned media provides additional notice to Class Members, amplifying the paid media program. Earned media, as opposed to paid media, occurs by disseminating a message about the Settlement to the media without a guarantee that it will appear. KM will distribute the message to media outlets (newspapers, websites, television, and radio stations) hoping to spark press interest and generate coverage.

The earned media outreach for this program will focus primarily on key daily newspapers, websites, wire services, national newspaper bureaus, and major television and radio outlets.

TRADITIONAL PRESS RELEASE

KM will distribute a press release on PR Newswire's US1 national wire, reaching more than 5,500 print and broadcast outlets and more than 5,400 websites and online databases. The press release will highlight the toll-free telephone number and Settlement website address so that Class Members can obtain complete information.

TOLL-FREE TELEPHONE SUPPORT

A toll-free interactive voice response system (IVR) will be established to service Class Members calling as a result of seeing the paid media notice. Callers requesting the Detailed Notice will be prompted to input the telephone number of the residence where they would like to receive the Notice.

The system uses an address look-up database to locate the corresponding address of the resident. A portion of the address will be read back to the caller for address verification. For successful look-ups, the caller will be asked to speak the Class Member's full name and to spell the last name. If the look-up fails, is incorrect, or the call is placed from a rotary dial telephone, callers will be prompted to state their name, address, and telephone number.

EXHIBIT A



Kinsella Media, LLC Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); New England Carpenters Health Benefits Fund v. First DataBank, Inc., No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

2120 L STREET NW, SUITE 860 WASHINGTON, DC 20037 T 202.686.4111 F 202.293.6961 KINSELLAMEDIA.COM

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys "R" Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); Quin v. Masonite Corp., No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald's Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).



Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF(N.D. Cal.) (fire sprinklers).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Titflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).



Weiner v. Cal-Shake, Inc., J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); Continental Casualty Co. v. Rudd, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H.-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

In re U.S. Brass Corp., No.94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).



Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations

In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); Page v. Pension Benefit Guarantee Corp., No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and Continental Casualty Co. v. Rudd, No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).

In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).



International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & County of Santa Clara v. Central Sprinkler Corp., No. CV 17710119 (Cal. Super. Ct. Santa Clara County)

Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaqueimes Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and State of Louisiana v. WilTel, Inc., No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).



EXHIBIT B

Publication	City	State	County	Circulation	DMA
The Sand Mountain Reporter	Albertville	AL	Marshall	10,100	HUNTSVILLE-DECATUR (FLOR)
The Outlook	Alexander City	AL	Tallapoosa	3,900	MONTGOMERY (SELMA)
The Andalusia Star-News	Andalusia	AL	Covington	4,450	MONTGOMERY (SELMA)
The Anniston Star	Anniston	AL	Calhoun	22,000	BIRMINGHAM (ANN AND TUSC)
Daily Home	Anniston	AL	Calhoun		BIRMINGHAM (ANN AND TUSC)
Coosa Valley Advantage	Anniston	AL	Calhoun	=	BIRMINGHAM (ANN AND TUSC)
The News Courier	Athens	AL	Limestone		HUNTSVILLE-DECATUR (FLOR)
The Atmore Advance	Atmore	AL	Escambia	-	MOBILE-PENSACOLA (FT WALT)
The Brewton Standard	Brewton	AL	Escambia		MOBILE-PENSACOLA (FT WALT)
The Cullman Times	Cullman	AL	Cullman		BIRMINGHAM (ANN AND TUSC)
The Demopolis Times	Demopolis	AL	Marengo	-	MONTGOMERY (SELMA)
The Dothan Eagle	Dothan	AL	Houston	•	DOTHAN
The Eufaula Tribune	Eufaula	AL	Barbour	•	COLUMBUS GA
The Times-Journal	Fort Payne	AL	DeKalb	=	HUNTSVILLE-DECATUR (FLOR)
North Jefferson News	Gardendale	AL	Jefferson		BIRMINGHAM (ANN AND TUSC)
Daily Mountain Eagle	Jasper	AL	Walker		BIRMINGHAM (ANN AND TUSC)
The Monroe Journal	Monroeville	AL	Monroe	-	MOBILE-PENSACOLA (FT WALT)
The Opelika-Auburn News	Opelika	AL	Lee		COLUMBUS GA
·	•	AL	St. Clair	•	BIRMINGHAM (ANN AND TUSC)
St. Clair News-Aegis	Pell City			,	,
The Randolph Leader	Roanoke	AL	Randolph	,	ATLANTA
The Daily Sentinel	Scottsboro	AL	Jackson		HUNTSVILLE-DECATUR (FLOR)
The Tallassee Tribune	Tallassee	AL	Elmore		MONTGOMERY (SELMA)
The Messenger	Troy	AL	Pike	•	MONTGOMERY (SELMA)
The Eclectic Observer	Wetumpka	AL	Elmore	,	MONTGOMERY (SELMA)
The Wetumpka Herald	Wetumpka	AL	Elmore	,	MONTGOMERY (SELMA)
Blytheville Courier News	Blytheville	AR	Mississippi	=	MEMPHIS
Camden News	Camden	AR	Ouachita	-	LITTLE ROCK-PINE BLUFF
The Villager Journal	Cherokee Village	AR	Sharp	=	JONESBORO
El Dorado News-Times	El Dorado	AR	Union	9,382	MONROE-EL DORADO
Northwest Arkansas Times	Fayetteville	AR	Washington	64,000	FT. SMITH-FAY-SPRNGDL-RGRS
Cleburne County Sun-Times	Heber Springs	AR	Cleburne	5,025	LITTLE ROCK-PINE BLUFF
Helena-West Helena Daily World	Helena	AR	Phillips	4,090	MEMPHIS
Hope Star	Норе	AR	Hempstead	3,075	SHREVEPORT
The Daily Siftings Herald	Норе	AR	Hempstead	3,075	SHREVEPORT
The Sentinel-Record	Hot Spring	AR	Garland	22,370	LITTLE ROCK-PINE BLUFF
The Jonesboro Sun	Jonesboro	AR	Craighead	20,000	JONESBORO
Arkansas Democrat Gazette Inc	Little Rock	AR	Pulaski	120,000	LITTLE ROCK-PINE BLUFF
Banner-News	Magnolia	AR	Columbia	4,157	SHREVEPORT
Northeast Arkansas Town Crier	Manila	AR	Mississippi	2,000	MEMPHIS
Newport Independent	Newport	AR	Jackson	2,261	LITTLE ROCK-PINE BLUFF
Paragould Daily Press	Paragould	AR	Greene	4,800	JONESBORO
Clay County Times Democrat	Rector	AR	Clay	2,600	JONESBORO
The Courier	Russellville	AR	Pope	8,500	LITTLE ROCK-PINE BLUFF
The News	Salem	AR	Fulton	2,550	SPRINGFIELD MO
The Daily Citizen	Searcy	AR	White	5,208	LITTLE ROCK-PINE BLUFF
Daily Leader	Stuttgart	AR	Arkansas	=	LITTLE ROCK-PINE BLUFF
Poinsett County Democrat Tribune	Trumann	AR	Poinsett	1,500	MEMPHIS
The White Hall Journal	White Hall	AR	Jefferson	-	LITTLE ROCK-PINE BLUFF
San Pedro Valley News - Sun	Benzon	AZ	Cochise		TUCSON (SIERRA VISTA)
The Bugle	Cottonwood	AZ	Yavapai		PHOENIX (PRESCOTT)
The Verde Independent	Cottonwood	AZ	Yavapai	=	PHOENIX (PRESCOTT)
The Daily Dispatch	Douglas	AZ	Cochise		TUCSON (SIERRA VISTA)
Arizona Daily Sun	Flagstaff	AZ	Coconino	-	PHOENIX (PRESCOTT)
The Kingman Daily Miner	Kingman	AZ	Mohave	-	PHOENIX (PRESCOTT)
Today's News Herald	Lake Havasu City	AZ	Mohave		PHOENIX (PRESCOTT)
Parker Pioneer	Parker	AZ	Mohave	•	PHOENIX (PRESCOTT)
Payson Roundup	Payson	AZ	Gila	,	PHOENIX (PRESCOTT)
, ,	=	AZ			
Ahwatukee Foothills News	Phoenix Prescott	AZ AZ	Maricopa Vavanai		PHOENIX (PRESCOTT)
The Daily Courier			Yavapai Graham		PHOENIX (PRESCOTT)
Eastern Arizona Courier	Safford	AZ	Graham	=	PHOENIX (PRESCOTT)
Sedona Red Rock News	Sedona	AZ	Coconino		PHOENIX (PRESCOTT)
White Mountain Independent	Show Low	AZ	Navajo		PHOENIX (PRESCOTT)
Sierra Vista Herald	Sierra Vista	AZ	Cochise		TUCSON (SIERRA VISTA)
Glendale/Peoria Today	Sun City	AZ	Maricopa	30,000	PHOENIX (PRESCOTT)

Surprise Today	Sun City	AZ	Maricopa	40,000 PHOENIX (PRESCOTT)
Chandler Tribune/East Valley Tribune	Tempe	ΑZ	Maricopa	98,000 PHOENIX (PRESCOTT)
Arizona Range News	Willcox	ΑZ	Cochise	3,131 PHOENIX (PRESCOTT)
Williams-Grand Canyon News	Williams	ΑZ	Coconion	4,000 PHOENIX (PRESCOTT)
The Sun	Yuma	ΑZ	Yuma	24,450 YUMA-EL CENTRO
Palo Verde Valley Times(/Quartszite Times)	Blythe	CA	Riverside	4,140 LOS ANGELES
Chester Progressive	Chester	CA	Lassen	2,440 SACRAMNTO-STKTON-MODESTO
Chico-Oroville Enterprise Record	Chico	CA	Butte	28,000 CHICO-REDDING
The Davis Enterprise	Davis	CA	Yolo	10,393 SACRAMNTO-STKTON-MODESTO
Imperial Valley Press	El Centro	CA	Imperial	11,500 YUMA-EL CENTRO
Escalon Times	Escalon	CA	Stanislaus	1,700 SACRAMNTO-STKTON-MODESTO
Escalon Times	Escalon	CA	Stanislaus	1,800 SACRAMNTO-STKTON-MODESTO
Eureka Times Standard	Eureka	CA	Humboldt	30,684 EUREKA
Daily Republic	Fairfield	CA	Solano	19,301 SACRAMNTO-STKTON-MODESTO
Fort Bragg Advocate News	Fort Bragg	CA	Mendocino	5,048 SAN FRANCISCO-OAK-SAN JOSE
Fremont Argus	Fremont	CA	Alameda	22,068 SAN FRANCISCO-OAK-SAN JOSE
The Union	Grass Valley	CA	Nevada	15,000 SACRAMNTO-STKTON-MODESTO
Indian Valley Record	Greenville	CA	Plumas	1,498 SACRAMNTO-STKTON-MODESTO
The Gridley Herald	Gridley	CA	Butte	2,500 CHICO-REDDING
The Hanford Sentinel	Hanford	CA	Kings	15,913 FRESNO-VISALIA
Hayward Daily Review	Hayward	CA	Alameda	24,275 SAN FRANCISCO-OAK-SAN JOSE
Lake County Record Bee	Lakeport	CA	Lake	9,086 SAN FRANCISCO-OAK-SAN JOSE
Lompoc Record	Lompoc	CA	Santa Barbara	6,900 SANTABARBRA-SANMAR-SANLUOB
Press Telegram	Long Beach	CA	Los Angeles	60,773 LOS ANGELES
The Manteca Bulletin	Manteca	CA	San Joaquin	5,800 SACRAMNTO-STKTON-MODESTO
Appeal-Democrat	Marysville	CA	Yuba	27,000 SACRAMNTO-STKTON-MODESTO
Merced Sun-Star The Modesto Bee	Merced Modesto	CA	Merced	18,500 FRESNO-VISALIA
The Monterey County Herald		CA CA	Stanislaus Monterey	59,500 SACRAMNTO-STKTON-MODESTO 25,863 MONTEREY-SALINAS
Salinas Valley Weekly	Monterey Monterey	CA	Monterey	35,000 MONTEREY-SALINAS
Mount Shasta Herald	Mount Shasta	CA	Siskiyou	4,920 MEDFORD-KLAMATH FALLS
The Napa Valley Register	Napa	CA	Napa	14,300 SAN FRANCISCO-OAK-SAN JOSE
The Napa Valley Register	Napa	CA	Napa	14,300 SACRAMNTO-STKTON-MODESTO
Marin Indpendent Journal	Novato	CA	Marin	30,483 SAN FRANCISCO-OAK-SAN JOSE
Oakdale Leader	Oakdale	CA	Stanislaus	3,600 SACRAMNTO-STKTON-MODESTO
Alameda Times Star	Oakland	CA	Alameda	4,540 SAN FRANCISCO-OAK-SAN JOSE
The Oakland Tribune	Oakland	CA	San Mateo	35,157 SAN FRANCISCO-OAK-SAN JOSE
Inland Valley Daily Bulletin	Ontario	CA	San Bernardino	42,899 LOS ANGELES
Antelope Valley Press	Palmdale	CA	Los Angeles	19,500 LOS ANGELES
Paradise Post	Paradise	CA	Butte	8,084 CHICO-REDDING
Star News	Pasadena	CA	Los Angeles	21,623 LOS ANGELES
Mountain Democrat	Placerville	CA	Placer	14,783 SACRAMNTO-STKTON-MODESTO
Tri-Valley Herald	Pleasanton	CA	Alameda	23,820 SAN FRANCISCO-OAK-SAN JOSE
The Porterville Recorder	Porterville	CA	Tulare	8,791 FRESNO-VISALIA
Portola Reporter	Portola	CA	Plumas	2,475 SACRAMNTO-STKTON-MODESTO
Feather River Bulletin	Quincy	CA	Plumas	3,742 SACRAMNTO-STKTON-MODESTO
Red Bluff Daily News	Red Bluff	CA	Tehama	7,918 CHICO-REDDING
Redlands Daily Fact	Redlands	CA	San Bernardino	7,324 LOS ANGELES
The Daily Indpendent	Ridgecrest	CA	Kern	8,200 LOS ANGELES
The Sacramento Bee	Sacramento	CA	Sacramento	176,000 SACRAMNTO-STKTON-MODESTO
The Sun	San Bernardino	CA	San Bernardino	43,019 LOS ANGELES
The San Diego Union-Tribune	San Diego	CA	San Diego	257,000 SAN DIEGO
San Jose Mercury News	San Jose	CA	Santa Clara	173,504 SAN FRANCISCO-OAK-SAN JOSE
San Mateo County Times	San Mateo	CA	Alameda	20,486 SAN FRANCISCO-OAK-SAN JOSE
The Signal	Santa Clarita	CA	Los Angeles	10,046 LOS ANGELES
Santa Cruz Sentinel	Santa Cruz	CA	Santa Cruz	25,531 MONTEREY-SALINAS
The Santa Maria Times	Santa Maria	CA	Santa Barbara	20,418 SANTABARBRA-SANMAR-SANLUOB
Tahoe Daily Tribune	South Lake Tahoe	CA	El Dorado	7,600 RENO
The Record	Stockton	CA	San Joaquin	30,700 SACRAMNTO-STKTON-MODESTO
Lassen County Times	Susanville	CA	Lassen	8,600 RENO
Westwood Pinepress	Susanville	CA	Lassen	1,245 RENO
Daily Midway Driller Daily Breeze	Taft Torrance	CA CA	Kern Los Angeles	3,075 LOS ANGELES 58,621 LOS ANGELES
Sierra Sun	Truckee	CA	Nevada	5,700 SACRAMNTO-STKTON-MODESTO
Turlock Journal	Turlock	CA	Stanislaus	3,600 SACRAMNTO-STRTON-MODESTO
Tantock Journal	i di lock		Starnslads	5,000 SACKARINITO-STRICTIVIOUESTO

Ukiah Daily Journal	Ukiah	CA	Mendocino	7,774 SAN FRANCISCO-OAK-SAN JOSE
Vacaville Reporter	Vacaville	CA	Solano	17,187 SACRAMNTO-STKTON-MODESTO
Vallejo Times Herald	Vallejo	CA	Solano	17,311 SAN FRANCISCO-OAK-SAN JOSE
Press-Dispatch	Victorville	CA	San Bernardino	39,972 LOS ANGELES
Visalia Times Delta/Tulare Advance Register	Visalia	CA	Tulare	20,500 FRESNO-VISALIA
Contra Costa Times	Walnut Creek	CA	Contra Costa	146,500 SAN FRANCISCO-OAK-SAN JOSE
San Gabriel Valley Tribune	West Covina	CA	Los Angeles	30,385 LOS ANGELES
The Daily News	Whittier	CA	Los Angeles	11,431 LOS ANGELES
The Willits News	Willits	CA	Mendocino	3,030 SAN FRANCISCO-OAK-SAN JOSE
Woodland Daily Democart	Woodland	CA	Yolo	10,096 SACRAMNTO-STKTON-MODESTO
Los Angeles Daily News	Woodland Hills	CA	Los Angeles	78,208 LOS ANGELES
Siskiyou Daily News	Yreka	CA	Siskiyou	5,945 MEDFORD-KLAMATH FALLS
Daily Camera	Boulder	CO	Boulder	27,000 DENVER
The Burlington Record	Burlington	CO	Kit Carson	3,370 DENVER
Daily Record	Canon City	CO	Fremont	5,300 COLORADO SPRINGS-PUEBLO
Craig Daily Press	Craig	CO	Moffat	3,535 DENVER
The Denver Post	Denver	CO	Denver	215,452 DENVER
Fort Morgan Times	Fort Morgan	CO	Morgan	2,800 DENVER
The Greeley Tribune	Greeley	CO	Weld	21,000 DENVER
Lafayette News	Lafayette	CO	Boulder	2,020 DENVER
Daily Times - Call	Longmont	CO	Boulder	21,715 DENVER
Louisville Times	Louisville	CO	Boulder	2,020 DENVER
(Loveland) Daily Reporter - Herald	Loveland	CO	Larimer	18,685 DENVER
Steamboat Pilot	Steamboat Springs	CO	Routt	5,355 DENVER
Steamboat Today	Steamboat Springs	CO	Routt	5,250 DENVER
Journal Advocate	Sterling	CO	Logan	2,900 DENVER
The Chronicle News	Trinidad	CO	Las Animas	4,080 COLORADO SPRINGS-PUEBLO
The News-Times	Danbury	СТ	Fairfield	30,500 NEW YORK
Journal Inquirer	Manchester	СТ	Hartford	45,450 HARTFORD & NEW HAVEN
The Hour	Norwalk	СТ	Fairfield	9,000 NEW YORK
Norwich Bulletin	Norwich	СТ	New London	25,149 HARTFORD & NEW HAVEN
The Chronicle	Willimantic	CT	Windham	7,000 HARTFORD & NEW HAVEN
The Washington Examiner	Washington	DC	DC	200,000 WASHINGTON DC (HAGRSTWN)
Desoto Sun	Arcadia	FL	Desoto	5,000 FT. MYERS-NAPLES
The Polk County Democrat	Bartow	FL	Polk	4,500 TAMPA-ST. PETE (SARASOTA)
Charlotte Sun Herald	Charlotte Harbor	FL	Charlotte	2,500 FT. MYERS-NAPLES
Chiefland Citizen	Chiefland	FL	Levy	3,500 GAINESVILLE
Holmes County Advertisers	Chipley	FL	Holmes	3,131 PANAMA CITY
Washington County News	Chipley	FL	Washington	3,131 PANAMA CITY
The South Lake Press	Clermont	FL	Lake	15,000 ORLANDO-DAYTONA BCH-MELBRN
The Destin Log/The Walton Log	Destin	FL FL	Okaloosa Sarasota	6,452 MOBILE-PENSACOLA (FT WALT)
Englewood Sun The Fort Meade Leader	Englewood Fort Meade	FL	Polk	6,000 TAMPA-ST. PETE (SARASOTA) 6,250 TAMPA-ST. PETE (SARASOTA)
Frostproof News	Frostproof	FL	Polk	4,500 TAMPA-ST. PETE (SARASOTA)
The Florida Times-Union	Jacksonville	FL	Duval	160,743 JACKSONVILLE
Osceola News-Gazette	Kissimmee	FL	Osceola	40,400 ORLANDO-DAYTONA BCH-MELBRN
Lake Placid Journal	Lake Placid	FL	Highlands	7,000 TAMPA-ST. PETE (SARASOTA)
Lake Wales News	Lake Wales	FL	Polk	4,750 TAMPA-ST. PETE (SARASOTA)
The Daily Commercial	Leesburg	FL	Lake	22,000 ORLANDO-DAYTONA BCH-MELBRN
Suwannee Democrat	Live Oak	FL	Suwannee	6,350 TALLAHASSEE-THOMASVILLE
Jackson County Floridan	Marianna	FL	Jackson	7,272 PANAMA CITY
Santa Rosa Press-Gazette	Milton	FL	Santa Rosa	7,070 MOBILE-PENSACOLA (FT WALT)
North Port Sun	North Port	FL	Sarasota	5,000 TAMPA-ST. PETE (SARASOTA)
Palatka Daily News	Palatka	FL	Putnam	7,300 JACKSONVILLE
Walton Sun	Santa Rosa Beach	FL	Walton	12,240 PANAMA CITY
The News-Sun	Sebring	FL	Highlands	8,000 TAMPA-ST. PETE (SARASOTA)
St. Augustine Record	St. Augustine	FL	St. Johns	21,776 JACKSONVILLE
Treasure Coast News	Stuart	FL	Martin	79,000 WEST PALM BEACH-FT. PIERCE
Hardee Sun	Venice	FL	Sarasota	6,000 TAMPA-ST. PETE (SARASOTA)
Venice Gondolier Sun	Venice	FL	Sarasota	10,000 TAMPA-ST. PETE (SARASOTA)
The Herald Advocate	Wauchula	FL	Hardee	4,000 TAMPA-ST. PETE (SARASOTA)
News Chief	Winter Haven	FL	Polk	8,413 TAMPA-ST. PETE (SARASOTA)
Americus Times-Recorder	Americus	GA	Sumter	4,400 COLUMBUS GA
Athens Banner Herald	Athens	GA	Clarke	22,000 ATLANTA
The Augusta Chronicle	Augusta	GA	Richmond	45,000 AUGUSTA

The Post Searchlight	Bainbridge	GA	Decatur	7,575 ATLANTA
The Brunswick News	Brunswick	GA	Glynn	16,200 JACKSONVILLE
The Daily Tribune News	Cartersville	GA	Bartow	6,600 ATLANTA
Columbus Ledger-Enquirer	Columbus	GA	Muscogee	43,430 COLUMBUS GA
The Rockdale News	Conyers	GA	Rockdale	7,500 ATLANTA
The Cordele Dispatch	Cordele	GA	Crisp	4,058 ALBANY GA
The Covington News	Covington	GA	Newton	6,000 ATLANTA
The Daily Citizen	Dalton	GA	Whitfield	13,956 CHATTANOOGA
The Courier Herald	Dublin	GA	Laurens	10,000 MACON
The Times	Gainesville	GA	Hall	22,000 ATLANTA
Griffin Daily News	Griffin	GA	Spalding	8,500 ATLANTA
Jackson Progress Argus	Jackson	GA	Butts	3,998 ATLANTA
The Press-Sentinel	Jesup	GA	Wayne	6,565 SAVANNAH
Clayton News-Daily	Jonesboro	GA	Clayton	2,800 ATLANTA
The News & Farmer	Louisville	GA	Jefferson	4,000 AUGUSTA
The Macon Telegraph	Macon	GA	Bibb	36,000 MACON
Daily Herald	McDonough	GA	Henry	3,100 ATLANTA
The Metter Advertiser	Metter	GA	Candler	2,700 SAVANNAH
The Union Recorder	Milledgeville	GA	Baldwin	8,413 MACON
The Observer	Moultrie	GA	Colquitt	6,929 ALBANY GA
Rome News Tribune	Rome	GA	Floyd	17,271 ATLANTA
Savannah Morning News	Savannah	GA	Chatham	50,000 SAVANNAH
The Statesboro Herald	Statesboro	GA	Bulloch	8,000 SAVANNAH
The Sylvania Telephone	Sylvania	GA	Scravem	4,375 SAVANNAH
Thomasville Times Enterprise	Thomasville	GA	Thomas	9,898 TALLAHASSEE-THOMASVILLE
Valdosta Daily Times	Valdosta	GA	Lowndes	19,796 TALLAHASSEE-THOMASVILLE
Dallas County News	Adel	IA	Adel	1,500 DES MOINES-AMES
NE Dallas County Record	Adel	IA	Adel	1,500 DES MOINES-AMES
The Algona Upper Des Moines	Algona	IA	Kossuth	3,250 DES MOINES-AMES
Butler County Tribune Journal	Allison	IA	Butler	1,300 CEDAR RAPIDS-WTRLO-IWC&DUB
The Tribune	Ames	IA	Story	11,378 DES MOINES-AMES
The Britt News Tribune	Britt	IA	Hancock	1,100 ROCHESTR-MASON CITY-AUSTIN
Buffalo Center Tribune	Buffalo Center	IA	Winebago	1,200 ROCHESTR-MASON CITY-AUSTIN
The Hawk Eye	Burlington	IA	Des Moines	21,634 DAVENPORT-R.ISLAND-MOLINE
Daily Times Herald	Carroll	IA	Carroll	6,161 DES MOINES-AMES
Daily Iowegian	Centerville	IA	Appanoose	2,771 DES MOINES-AMES
Chronicle Times	Cherokee	IA	Cherokee	2,552 SIOUX CITY
Clarinda Herald-Journal	Clarinda	IA	Page	1,212 OMAHA
Clarksville Star	Clarksville	IA	Butler	1,100 CEDAR RAPIDS-WTRLO-IWC&DUB
Clinton Herald	Clinton	IA	Clinton	11,900 DAVENPORT-R.ISLAND-MOLINE
CWL Times	Corwith	IA	Hancock	320 ROCHESTR-MASON CITY-AUSTIN
The Daily Nonpareil	Council Bluffs	IA	Pottawattamie	17,170 OMAHA
Creston News Advertiser	Creston	IA	Union	4,949 DES MOINES-AMES
Wright County Monitor	Dows	IA	Wright	600 DES MOINES-AMES
Eagle Grove Eagle	Eagle Grove	IA IA	Wright	1,600 DES MOINES-AMES
The Fairfield Daily Ledger	Fairfield	IA	Jefferson	3,359 OTTUMWA-KIRKSVILLE
Forest City Summit	Forest City Freemont	IA IA	Winnebago Mahaska	1,750 ROCHESTR-MASON CITY-AUSTIN
Village Vine Garner Leader & Signal	Garner	IA IA	Mahaska	1,450 DES MOINES-AMES 1,400 ROCHESTR-MASON CITY-AUSTIN
<u> </u>	Grundy Grove	IA IA	Grundy	2,200 CEDAR RAPIDS-WTRLO-IWC&DUB
The Grundy Register Hamburg Reporter	Hamburg	IA	Fremont	1,256 OMAHA
Calhoun County Advocate	Hampton	IA	Calhoun	550 DES MOINES-AMES
Hampton Chonicle	Hampton	IA	Franklin	3,330 DES MOINES-AMES
Pioneer Enterprise	Hampton	IA	Franklin	450 DES MOINES-AMES
Kanawha Reporter	Kanawha	IA	Hancock	550 ROCHESTR-MASON CITY-AUSTIN
Keota Eagle	Keota	IA	Keokuk	700 CEDAR RAPIDS-WTRLO-IWC&DUB
Journal Express	Knoxville	IA	Marion	1,644 DES MOINES-AMES
Lake City Graphic	Lake City	IA	Calhoun	1,000 DES MOINES-AMES
LeMars Daily Sentinel	LeMars	IA	Plymouth	2,694 SIOUX CITY
Globe Gazette	Mason City	IA	Cerro Cordo	15,400 ROCHESTR-MASON CITY-AUSTIN
Mt. Pleasant News	Mount Pleasant	IA	Henry	3,054 DAVENPORT-R.ISLAND-MOLINE
New Sharon Sun	New Sharon	IA	Mahaska	650 DES MOINES-AMES
Newton Daily News	Newton	IA	Jasper	5,202 DES MOINES-AMES
Mitchell County Press News	Osage	IA	Mitchell	2,550 ROCHESTR-MASON CITY-AUSTIN
Osceola Sentinel-Tribune	Osceola	IA	Clarke	3,636 DES MOINES-AMES

Oskaloosa Herald	Oskaloosa	IA	Marion	3,200 DES MOINES-AMES
The Ottumwa Courier	Ottumwa	IA	Wapello	12,500 OTTUMWA-KIRKSVILLE
The Chronicle	Pella	IA	Marion	2,810 DES MOINES-AMES
Sheffield Press	Sheffield	IA	Franklin	800 DES MOINES-AMES
Valley News Today	Shenandoah	IA	Page	2,020 OMAHA
Sigourney News Review	Sigourney	IA	Keokuk	1,800 CEDAR RAPIDS-WTRLO-IWC&DUB
Sioux City Journal	Sioux City	IA	Woodbury	37,000 SIOUX CITY
The Daily Reporter	Spencer	IA	Clay	2,500 SIOUX CITY
Pilot Tribune	Storm Lake	IA	Buena Vista	2,000 SIOUX CITY
The Washington Evening Journal	Washington	IA	Washington	3,888 CEDAR RAPIDS-WTRLO-IWC&DUB
Coeur d'Alene Press	Coeur d'Alene	ID	Kootenai	21,423 SPOKANE
Shoshone News-Press	Kellogg	ID	Shoshone	4,200 SPOKANE
Idaho Press Tribune	Nampa	ID	Canyon	23,600 BOISE
Idaho State Journal	Pacatello	ID	Bannock	18,685 IDAHO FALLS-POCATELLO
Priest River Times	Priest River	ID	Bonner	2,800 SPOKANE
Standard Journal	Rexburg	ID	Madison	5,555 IDAHO FALLS-POCATELLO
Bonner County Daily Bee	Sandpoint	ID	Bonner	5,200 SPOKANE
Bonners Ferry Herald	Sandpoint	ID	Boundary	3,000 SPOKANE
Times News	Twin Falls	ID	Twin Falls	24,745 TWIN FALLS
The Times Record	Aledo	IL	Mercer	3,485 DAVENPORT-R.ISLAND-MOLINE
The Telegraph	Alton	IL	Madison	22,200 ST. LOUIS
The Evening News	Benton	IL	Franklin	2,500 PADUCAH-C.GIRD-HARBG-MT VN
The Daily Ledger	Canton	IL	Fulton	5,641 PEORIA-BLOOMINGTON
The Southern Illinoisan	Carbondale	IL	Jackson	29,724 PADUCAH-C.GIRD-HARBG-MT VN
		IL		
Randolph County Herald-Tribune	Chester	IL IL	Randolph	2,512 ST. LOUIS
The Progress	Christopher		Franklin	1,000 PADUCAH-C.GIRD-HARBG-MT VN
The Northwest Herald	Crystal Lake	IL 	McHenry	28,200 CHICAGO
Lake County Journals	Crystal Lake	IL 	McHenry	8,150 CHICAGO
The Daily Chronicle	Dekalb	IL 	DeKalb	7,200 CHICAGO
Suburban Life Publications	Downers Grove	IL 	Cook	101,000 CHICAGO
Du Quoin Evening Call	Du Quoin	IL	Perry	3,896 PADUCAH-C.GIRD-HARBG-MT VN
The Blade	Fairbury	IL	Livingston	2,160 PEORIA-BLOOMINGTON
The Clay County Advocate-Press	Flora	IL	Clay	2,160 TERRE HAUTE
The Journal-Standard	Freeport	IL	Stephenson	9,500 ROCKFORD
Register-Mail	Galesburg	IL	Knox	12,000 DAVENPORT-R.ISLAND-MOLINE
Geneseo Republic	Geneseo	IL	Henry	5,979 DAVENPORT-R.ISLAND-MOLINE
Kane County Chronicle	Geneva	IL	Kane	7,100 CHICAGO
The Daily Register	Harrisburg	IL	Saline	6,253 PADUCAH-C.GIRD-HARBG-MT VN
Jacksonville Journal Courier	Jacksonville	IL	Morgan	14,836 CHAMPAIGN&SPRNGFLD-DECATUR
The Daily Journal	Kankakee	IL	Kankakee	23,300 CHICAGO
Star-Courier	Kewanee	IL	Henry	6,048 DAVENPORT-R.ISLAND-MOLINE
The Courier	Lincoln	IL	Logan	7,073 CHAMPAIGN&SPRNGFLD-DECATUR
Rock Valley Publishing	Loves Park	IL	Boone	1,600 ROCKFORD
Elmhurst Independent	Machesney Park	IL	DuPage	6,400 ROCKFORD
Macomb Journal	Macomb	IL	McDonough	4,220 QUINCY-HANNIBAL-KEOKUK
Marion Daily Republican	Marion	IL	Williamson	3,075 PADUCAH-C.GIRD-HARBG-MT VN
Daily Review Atlas	Monmouth	IL	Warren	1,537 DAVENPORT-R.ISLAND-MOLINE
Morris Daily Herald	Morris	IL	Grundy	7,720 CHICAGO
Register-News	Mount Vernon	IL	Jefferson	8,908 PADUCAH-C.GIRD-HARBG-MT VN
Murphysboro American	Murphysboro	IL	Jackson	1,859 PADUCAH-C.GIRD-HARBG-MT VN
Newton Press-Mentor	Newton	IL	Jasper	2,261 TERRE HAUTE
Olney Daily Mail	Olney	IL	Richland	3,675 TERRE HAUTE
Oquawka Current	Oguawka	IL	Henderson	1,025 DAVENPORT-R.ISLAND-MOLINE
(Pekin) Daily Times	Pekin	IL	Tazwell	7,500 PEORIA-BLOOMINGTON
Chillicothe Times-Bulletin	Peoria	IL	Peoria	3,215 PEORIA-BLOOMINGTON
East Peoria Times-Courier	Peoria	IL	Tazewell	5,000 PEORIA-BLOOMINGTON
Morton Times-News	Peoria	IL	Tazewell	5,000 PEORIA-BLOOMINGTON
Washington Times-Reporter	Peoria	IL	Tazewell	7,666 PEORIA-BLOOMINGTON
				•
Woodford Times	Peoria	IL II	Woodford	3,365 PEORIA-BLOOMINGTON
Journal Star	Peoria	IL ''	Peoria	55,000 PEORIA-BLOOMINGTON
Daily Leader	Pontiac	IL 	Livingston	4,511 PEORIA-BLOOMINGTON
Rockford Register Star	Rockford	IL 	Winnegago	39,500 ROCKFORD
The Gallatin Democrat	Shawneetown	IL 	Gallatin	2,261 PADUCAH-C.GIRD-HARBG-MT VN
Shelbyville Daily Union	Shelbyville	IL 	Shelby	2,300 CHAMPAIGN&SPRNGFLD-DECATUR
State Journal Register	Springfield	IL	Sangamom	39,490 CHAMPAIGN&SPRNGFLD-DECATUR

Sauk Valley Newspaper	Sterling	IL	Whiteside	21,947 DAVENPORT-R.ISLAND-MOLINE
The Daily American	West Frankfort	IL	Franklin	3,075 PADUCAH-C.GIRD-HARBG-MT VN
The Herald Tribune	Batesville	IN	Ripley	3,150 CINCINNATI
The News-Banner	Bluffton	IN	Wells	5,252 FT. WAYNE
Brazil Times	Brazil	IN	Clay	4,157 TERRE HAUTE
Connersville News Examiner	Conenrsville	IN	Fayette	5,600 INDIANAPOLIS
Banner - Graphic	Greencastle	IN	Putnam	5,543 INDIANAPOLIS
Greensburg Daily News	Greensburg	IN	Decatur	5,200 INDIANAPOLIS
Kokomo Tribune	Kokomo	IN	Howard	20,000 INDIANAPOLIS
The Daily World	Linton	IN	Greene	5,444 TERRE HAUTE
Logansport Pharos-Tribune	Logansport	IN	Cass	9,000 INDIANAPOLIS
The Courier Times	New Castle	IN	Henry	6,300 INDIANAPOLIS
The Paoli News	Paoli	IN	Orange	2,800 LOUISVILLE
The Rochester Sentinel	Rochester	IN	Fulton	3,900 SOUTH BEND-ELKHART
The Rushville Republican	Rushville	IN	Rush	3,050 INDIANAPOLIS
The Tribune	Seymour	IN	Jackson	8,448 LOUISVILLE
The Shelbyville News	Shelbyville	IN	Shelby	6,200 INDIANAPOLIS
Vincennes Sun-Commercial	Vincennes	IN	Knox	7,000 TERRE HAUTE
Zionsville Times Sentinel	Zionsville	IN	Boone	4,120 INDIANAPOLIS
Atchison Daily Globe	Atchison	KS	Atchison	3,800 KANSAS CITY
Rawlins County Square Deal	Atwood	KS	Rawlins	1,000 WICHITA-HUTCHINSON PLUS
Augusta Daily Gazette	Augusta	KS	Butler	2,525 WICHITA-HUTCHINSON PLUS
Dodge City Daily Globe	Dodge City	KS	Ford	6,929 WICHITA-HUTCHINSON PLUS
The El Dorado Times	El Dorado	KS	Butler	3,517 WICHITA-HUTCHINSON PLUS
Anderson County Advocate	Garnett	KS	Anderson	1,200 KANSAS CITY
The Goodland Daily News	Goodland	KS	Sherman	1,950 WICHITA-HUTCHINSON PLUS
The Hays Daily News	Hays	KS	Ellis	10,400 WICHITA-HUTCHINSON PLUS
Hiawatha World	Hiawatha	KS	Brown	2,500 TOPEKA
The Daily Union	Junction City	KS	Geary	4,400 TOPEKA
The Kiowa County Signal	Kiowa	KS	Kiowa	800 WICHITA-HUTCHINSON PLUS
Journal-World	Lawrence	KS	Douglas	21,210 KANSAS CITY
Louisburg Herald	Louisburg	KS	Miami	1,700 KANSAS CITY
McPherson Sentinel	McPherson	KS	McPherson	4,040 WICHITA HUTCHINSON PLUS
The Newton Kansan	Newton	KS	Harvey	7,918 WICHITA-HUTCHINSON PLUS
The Norton Telegram	Norton Oberlin	KS KS	Norton	1,900 WICHITA HUTCHINSON PLUS
Bird City Times Colby Free Press	Oberlin	KS	Cheyenne Thomas	551 WICHITA HUTCHINSON PLUS
The Oberlin Herald	Oberlin	KS	Decatur	1,950 WICHITA-HUTCHINSON PLUS 1,850 WICHITA-HUTCHINSON PLUS
The St. Francis Herald	Oberlin	KS	Cheyenne	1,250 WICHITA-HOTCHINSON PLUS
Osawatomie Graphic	Osawatomie	KS	Miami	1,975 KANSAS CITY
Johnson County Sun	Overland Park	KS	Johnson	27,000 KANSAS CITY
Wednesday Sun	Overland Park	KS	Johnson	20,000 KANSAS CITY
The Miami County Republic	Paola	KS	Miami	3,550 KANSAS CITY
Pittsburg Morning Sun	Pittsburgh	KS	Crawford	8,512 JOPLIN-PITTSBURG
Linn County News	Pleasanton	KS	Linn	2,300 KANSAS CITY
The Pratt Tribune	Pratt	KS	Pratt	1,700 WICHITA-HUTCHINSON PLUS
The St. John News	St. John	KS	Stafford	800 WICHITA-HUTCHINSON PLUS
Topeka Capital Journal	Topeka	KS	Shawnee	37,000 TOPEKA
Wellington Daily News	Wellington	KS	Sumner	2,626 WICHITA-HUTCHINSON PLUS
The Daily Independent	Ashland	KY	Boyd	16,208 CHARLESTON-HUNTINGTON
Kentucky Standard	Bardstown	KY	Nelson	9,700 LOUISVILLE
The Tribune Courier	Benton	KY	Marshall	4,500 PADUCAH-C.GIRD-HARBG-MT VN
Daily News	Bowling Green	KY	Warren	30,000 BOWLING GREEN
McLean County News	Calhoun	KY	McLean	1,800 EVANSVILLE
The Advocate Messenger	Danville	KY	Boyle	9,000 LEXINGTON
The News-Enterprise	Elizabethtown	KY	Hardin	17,124 LOUISVILLE
The State Journal	Frankfort	KY	Franklin	10,000 LEXINGTON
Franklin Favorite	Franklin	KY	Simpson	2,000 NASHVILLE
Glasgow Daily Times	Glasgow	KY	Barren	8,198 BOWLING GREEN
Greenup County News-Times	Greenup	KY	Greenup	3,547 CHARLESTON-HUNTINGTON
Kentucky New Era	Hopkinsville	KY	Christian	9,000 NASHVILLE
Fort Campbell Courier	Hopkinsville	KY	Christian	18,000 NASHVILLE
The Record	Leitchfield	KY	Grayson	5,939 LOUISVILLE
The Sentinel-Echo	London	KY	Laurel	7,918 LEXINGTON
The Messenger	Madisonville	KY	Hopkins	7,000 EVANSVILLE

The Ledger Independent	Maysville	KY	Mason	6,500 CINCINNATI
The Jessamine Journal	Nicholasville	KY	Jessamine	7,437 LEXINGTON
The Eagle Post	Oak Grove	KY	Christian	4,500 NASHVILLE
Messenger - Inquirer	Owensboro	KY	McLean	25,000 EVANSVILLE
The Times - Leader	Princeton	KY	Caldwell	4,500 PADUCAH-C.GIRD-HARBG-MT VN
Sentinel-News	Shelbyville	KY	Shelby	8,512 LOUISVILLE
The Pioneer News	Shepherdsville	KY	Bullitt	7,000 LOUISVILLE
The Commonwealth-Journal	Somerset	KY	Pulaski	9,403 LEXINGTON
The McCreary County Record	Whitley City	KY	McCreary	3,682 KNOXVILLE
The Winchester Sun	Winchester	KY	Clark	5,858 LEXINGTON
Bastrop Daily Enterprise	Bastrop	LA	Morehouse	4,613 MONROE-EL DORADO
Denham Springs-Livingston Parish News	Denham Springs	LA	Livingston	12,400 BATON ROUGE
Beauregard Daily News	DeRidder	LA	Beauregard	3,500 LAKE CHARLES
Ascension Citizen	Gonzales	LA	Ascension	7,236 BATON ROUGE
The Daily Star	Hammond	LA	Tangipahoa	10,059 NEW ORLEANS
American Press	Lake Charles	LA	Calcasieu	35,000 LAKE CHARLES
Leesville News Leader	Leesville	LA	Vernon	3,500 ALEXANDRIA LA
Southwest Daily News	Sulphur	LA	Calcasieu	4,000 LAKE CHARLES
The Sun Chronicle	Attleboro	MA	Bristol	20,290 PROVIDENCE-NEW BEDFORD
The Salem News	Beverly	MA	Essex	22,500 BOSTON (MANCHESTER)
Patriot Ledger	Dorchester	MA	Norfolk	45,000 BOSTON (MANCHESTER)
The Enterpirse	Dorchester	MA	Plymouth	28,000 BOSTON (MANCHESTER)
Fall River Herald News	Fall River	MA	Bristol	21,643 PROVIDENCE-NEW BEDFORD
Sentinel & Enterprise	Fitchburg	MA	Worcester	16,900 BOSTON (MANCHESTER)
Milford Daily News	Framingham	MA	Worcester	8,940 BOSTON (MANCHESTER)
Metro West Daily News	Framingham	MA	Middlesex	26,216 BOSTON (MANCHESTER)
Gloucester Daily Times	Gloucester	MA	Essex	8,200 BOSTON (MANCHESTER)
The Recorder	Greenfield	MA	Franklin	14,352 SPRINGFIELD-HOLYOKE
The Sun	Lowell	MA	Middlesex	40,569 BOSTON (MANCHESTER)
Inquirer and Mirror	Nantucket	MA	Nantucket	10,500 BOSTON (MANCHESTER)
Daily News Tribune	Needham Heights	MA	Middlesex	4,920 BOSTON (MANCHESTER)
The Standard Times	New Bedford	MA	Bristol	24,500 PROVIDENCE-NEW BEDFORD
The Daily News of Newburyport	Newburyport	MA	Essex	10,300 BOSTON (MANCHESTER)
North Adams Transcript	North Adams	MA	Berkshire	6,767 ALBANY-SCHENECTADY-TROY
Eagle Tribune	North Andover	MA	Essex	38,250 BOSTON (MANCHESTER)
Berkshire Eagle	Pittsfield	MA	Bershire	30,300 ALBANY-SCHENECTADY-TROY
Taunton Daily Gazette	Taunton	MA	Bristol	9,927 PROVIDENCE-NEW BEDFORD
The Enfield Press	Westfield	MA	Hampden	2,850 SPRINGFIELD-HOLYOKE
The Longmeadow News	Westfield	MA	Hampden	1,550 SPRINGFIELD-HOLYOKE
The Westfield News	Westfield	MA	Hampden	4,400 SPRINGFIELD-HOLYOKE
Telegram & Gazette	Worcester	MA	Worcester	70,000 BOSTON (MANCHESTER)
The Capital	Annapolis	MD	Anne Arundel	47,312 BALTIMORE
Cumberland Times - News	Cumberland	MD	Cumberland	27,775 WASHINGTON DC (HAGRSTWN)
The Star Democrat	Easton	MD	Talbot	19,301 BALTIMORE
Cecil Whig	Elkton	MD	Cecil	15,000 BALTIMORE
The Frederick News-Post	Frederick	MD	Frederick	37,000 WASHINGTON DC (HAGRSTWN)
Carroll County Times	Westminster	MD	Carroll	26,131 BALTIMORE
Kennebec Journal & Morning Sentinel	Augusta	ME	Kennebec	25,000 PORTLAND-AUBURN
Bangor Daily News	Bangor	ME	Penobscot	56,000 BANGOR
Aaroostook Republican	Caribou	ME	Aaroostook	4,200 PRESQUE ISLE
Piscataquis Observer	Dover-Foxcroft	ME	Piscataquis	3,500 BANGOR
Houlton Pioneer Times	Houlton	ME	Aaroostook	5,450 PRESQUE ISLE
Sun Journal	Lewiston	ME	Androscoggin	36,865 PORTLAND-AUBURN
Portland Press Herald	Portland	ME	Cumberland	54,000 PORTLAND-AUBURN
The Star Herald	Presque Isle	ME	Aaroostook	6,300 PRESQUE ISLE
Cheboygan Daily Tribune	Cheboygan	MI	Cheboygan	4,408 TRAVERSE CITY-CADILLAC
The Daily Reporter	Coldwater	MI	Branch	5,996 GRAND RAPIDS-KALMZOO-B.CRK
Gaylord Herald Times	Gaylord	MI	Otsego	5,700 TRAVERSE CITY-CADILLAC
Grand Haven Tribune	Grand Haven	MI	Ottawa	8,800 GRAND RAPIDS-KALMZOO-B.CRK
Oceana's Herald Journal	Hart	MI	Oceana	6,200 GRAND RAPIDS-KALMZOO-B.CRK
The Hillsdale Daily News	Hillsdale	MI	Hillsdale	6,500 LANSING
The Holland Sentinel	Holland	MI	Ottawa	14,500 GRAND RAPIDS-KALMZOO-B.CRK
Sentinel-Standard	Ionia	MI	Ionia	3,178 GRAND RAPIDS-KALMZOO-B.CRK
(The Ironwood) Daily Globe	Ironwood	MI	Gogebic	6,300 DULUTH-SUPERIOR
Ludington Daily News	Ludington	MI	Mason	8,500 GRAND RAPIDS-KALMZOO-B.CRK

Monroe Evening News	Monroe	MI	Monroe	19,500 DETROIT
Petoskey News-Review	Petoskey	МІ	Emmet	10,000 TRAVERSE CITY-CADILLAC
The Evening News	Sault Ste. Marie	MI	Chippewa	7,688 TRAVERSE CITY-CADILLAC
Sturgis Journal	Sturgis	MI	Saint Joseph	6,868 GRAND RAPIDS-KALMZOO-B.CRK
Traverse City Record Eagle	Traverse City	MI	Grand Traverse	28,704 TRAVERSE CITY-CADILLAC
White Lake Beacon	Whitehall	MI	Muskegon	4,000 GRAND RAPIDS-KALMZOO-B.CRK
Austin Daily Herald	Austin	MN	Mower	5,444 ROCHESTR-MASON CITY-AUSTIN
The Bemidji Pioneer	Bemidji	MN	Beltrami	7,300 MINNEAPOLIS-ST. PAUL
Brainerd Daily Dispatch	Brainerd	MN	Crowwing	13,000 MINNEAPOLIS-ST. PAUL
Tri-County News	Cottonwood	MN	Lyon	1,356 MINNEAPOLIS-ST. PAUL
Crookston Daily Times	Crookston	MN	Polk	2,060 FARGO-VALLEY CITY
Duluth News Tribune	Duluth	MN	St. Louis	30,000 MINNEAPOLIS-ST. PAUL
Faribault Daily News	Faribault	MN	Rice	5,259 MINNEAPOLIS-ST. PAUL
The Daily Journal	Fergus Falls	MN	Otter Tail	7,000 FARGO-VALLEY CITY
Herald Review	Grand Rapids	MN	Itasca	6,929 DULUTH-SUPERIOR
Granite Falls Advocate-Tribune	Granite Falls	MN	Yellow Medicine	2,716 MINNEAPOLIS-ST. PAUL
The Daily Tribune	Hibbing	MN	St. Louis	4,603 DULUTH-SUPERIOR
Hutchinson Leader	Hutchinson	MN	McLeod	16,766 MINNEAPOLIS-ST. PAUL
The Daily Journal	International Falls	MN	Koochiching	3,300 DULUTH-SUPERIOR
The Le Center Leader	Le Center	MN	Le Sueur	1,024 MINNEAPOLIS-ST. PAUL
Le Sueur News Herald	Le Sueur	MN	Le Sueur	1,336 MINNEAPOLIS-ST. PAUL
Litchfield Independent Review	Litchfield	MN	Meeker	11,009 MINNEAPOLIS-ST. PAUL
The Free Press	Mankato	MN	Blue Earth	22,220 MANKATO
Montevideo American News	Montevideo	MN	Chippewa	3,691 MINNEAPOLIS-ST. PAUL
Northfield News	Northfield	MN	Rice	4,300 MINNEAPOLIS-ST. PAUL
Owatonna People's Press	Owatonna	MN	Steele	6,102 MINNEAPOLIS-ST. PAUL
The Redwood Falls Gazette	Redwood Falls	MN	Redwood	3,998 MINNEAPOLIS-ST. PAUL
Post-Bulletin	Rochester	MN	Olmsted	41,645 ROCHESTR-MASON CITY-AUSTIN
Sleepy Eye Herald - Dispatch	Sleepy Eye	MN	Brown	2,000 MANKATO
St. James Plaindealer	St. James	MN	Watonwan	2,361 MANKATO
St. Peter Herald	St. Peter	MN	Nicollet	1,980 MINNEAPOLIS-ST. PAUL
Thief River Falls Times	Thief River Falls	MN	Pennington	4,545 FARGO-VALLEY CITY
The Mesabi Daily News	Virginia	MN	St. Louis	9,403 DULUTH-SUPERIOR
Waseca County News	Waseca	MN	Waseca	2,848 MINNEAPOLIS-ST. PAUL
West Central Tribune	Willmar	MN	Kandiyohi	15,000 MINNEAPOLIS-ST. PAUL
Winona Daily News	Winona	MN	Winona	9,000 LA CROSSE-EAU CLAIRE
Daily Globe	Worthington	MN	Nobles	9,700 SIOUX FALLS(MITCHELL)
Aurora Advertiser	Aurora	MO	Lawrence	3,075 SPRINGFIELD MO
Bolivar Herald -Free Press	Bolivar	MO	Polk	5,500 SPRINGFIELD MO
Boonville Daily News	Boonville	MO	Cooper	2,222 COLUMBIA-JEFFERSON CITY
Buffalo Reflex	Buffalo	MO	Dallas	5,950 SPRINGFIELD MO
Lake Sun Leader	Camdenton	MO	Camden	5,025 SPRINGFIELD MO
Southeast Missourian	Cape Girardeau	MO	Cape Giranrdeau	13,775 PADUCAH-C.GIRD-HARBG-MT VN
The Carthage Press	Carthage	MO MO	Jasper	2,400 JOPLIN-PITTSBURG
The Daily Statesman	Dexter		Stoddard	2,900 PADUCAH-C.GIRD-HARBG-MT VN
Liberty Tribune Hannibal Courier-Post	Gladstone Hannibal	MO MO	Clay Marion	10,500 KANSAS CITY 8,413 QUINCY-HANNIBAL-KEOKUK
The Advertiser-Courier	Hermann	MO	Gasconade	3,700 ST. LOUIS
New Haven Leader	Hermann	MO	Franklin	1,500 ST. LOUIS
The Examiner	Independence	MO	Jackson	9,200 KANSAS CITY
Cash-Book Journal	Jackson	MO	Cape Giranrdeau	4,405 PADUCAH-C.GIRD-HARBG-MT VN
The Kearney Courier	Kearney	MO	Clay	3,000 KANSAS CITY
The Daily Dunklin Democrat	Kennett	MO	Dunklin	3,200 PADUCAH-C.GIRD-HARBG-MT VN
Kirksville Daily Express	Kirksville	МО	Adair	6,432 OTTUMWA-KIRKSVILLE
The Lebanon Daily Record	Lebanon	МО	Laclede	4,949 SPRINGFIELD MO
The Louisiana Press Journal	Louisiana	МО	Pike	3,131 ST. LOUIS
The Banner Press	Marble Hill	МО	Bollinger	3,200 PADUCAH-C.GIRD-HARBG-MT VN
The Marshall Democrat News	Marshall	МО	Saline	2,600 KANSAS CITY
Maryville Daily Forum	Maryville	МО	Nodaway	2,626 ST. JOSEPH
Mexico Ledger	Mexico	МО	Audrain	5,500 COLUMBIA-JEFFERSON CITY
Evening Democrat	Moberly	МО	Randolph	3,429 COLUMBIA-JEFFERSON CITY
Moberly Monitor - Index	Moberly	МО	Randolph	3,500 COLUMBIA-JEFFERSON CITY
Neosho Daily News	Neosho	МО	Newton	4,511 JOPLIN-PITTSBURG
Sunday Herald-Tribune	Nevada	МО	Vernon	4,000 JOPLIN-PITTSBURG
Missourian-News	Portageville	МО	New Madrid	1,200 PADUCAH-C.GIRD-HARBG-MT VN

Rolla Daily News	Rolla	MO	Phelps	7,045 SPRINGFIELD MO
The Sedalia Democrat	Sedalia	MO	Pettis	18,410 KANSAS CITY
The Smithville Lake Herald	Smithville	MO	Clay	2,350 KANSAS CITY
St. Joseph News-Press	St. Joseph	MO	Buchanan	30,000 ST. JOSEPH
South Missourian-News	Thayer	MO	Oregon	1,600 SPRINGFIELD MO
The Daily Star-Journal	Warrensburg	MO	Johnson	5,304 KANSAS CITY
Warren County Record	Warrenton	MO	Warren	3,775 ST. LOUIS
Washington Missourian	Washington	MO	Franklin	16,525 ST. LOUIS
West Plains Daily Quill	West Plains	MO	Howell	7,600 SPRINGFIELD MO
The Monroe County Journal	Aberdeen	MS	Monroe	6,000 COLUMBUS-TUPELO-WEST POINT
The Daily Leader	Brookhaven	MS	Lincoln	6,200 JACKSON MS
Bolivar Commerical	Cleveland	MS	Boliver	6,000 GREENWOOD-GREENVILLE
The Daily Corinthian	Corinth	MS	Alcorn	7,272 MEMPHIS
The Itawamba County Times	Fulton	MS	Itawamba	3,300 COLUMBUS-TUPELO-WEST POINT
The Daily Star	Grenada	MS	Grenada	5,670 GREENWOOD-GREENVILLE
The Sun Herald	Gulfport	MS	Harrison	41,500 BILOXI-GULFPORT
The Lamar Times	Hattiesburg	MS	Lamar	8,000 HATTIESBURG-LAUREL
The South Reporter	Holly Springs	MS	Marshall	5,200 MEMPHIS
Chickasaw Journal/Times Post	Houston	MS	Chickasaw	1,300 COLUMBUS-TUPELO-WEST POINT
The Star-Herald	Kosciusko	MS	Attala	4,949 JACKSON MS
The Chronicle	Laurel	MS	Jones	7,000 HATTIESBURG-LAUREL
The Meridian Star	Meridan	MS	Lauderdale	11,300 MERIDIAN
New Albany Gazette	New Albany	MS	New Albany	4,200 COLUMBUS-TUPELO-WEST POINT
The Oxford Eagle	Oxford	MS	LaFayette	6,060 MEMPHIS
Picayune Item	Picayune	MS	Pearl River	4,949 NEW ORLEANS
•	Pontotoc	MS	Pontotoc	5,200 COLUMBUS-TUPELO-WEST POINT
The Pomocrat				4.500 MEMPHIS
The Democrat	Senatobia	MS	Tate	,
Starkville Daily News	Starkville	MS	Oktibbeha	6,060 COLUMBUS-TUPELO-WEST POINT
Northeast Mississippi Daily Journal	Tupelo	MS	Lee	39,000 COLUMBUS-TUPELO-WEST POINT
The Tylertown Times	Tylertown	MS	Walthall	2,250 JACKSON MS
Vicksburg Post	Vicksburg	MS	Warren	14,645 JACKSON MS
Daily Times Leader	West Point	MS	Clay	3,990 COLUMBUS-TUPELO-WEST POINT
Belgrade News	Belgrade	MT	Gallatin	4,500 BUTTE-BOZEMAN
Lone Peak Lookout	Big Sky	MT	Gallatin	3,000 BUTTE-BOZEMAN
Billings Gazette	Billings	MT	Yellowstone	39,000 BILLINGS
Cut Bank Pioneer	Cut Bank	MT	Glacier	1,500 GREAT FALLS
Great Falls Tribune	Great Falls	MT	Cascade	27,000 GREAT FALLS
Ravalli Republic	Hamilton	MT	Ravalli	5,858 MISSOULA
The Indpendent Record Editorial	Helena	MT	Lewis & Clark	13,500 HELENA
The Western News	Libby	MT	Lincoln	3,232 SPOKANE
Shelby Promoter	Shelby	MT	Toole	1,550 GREAT FALLS
The Valierian	Valier	MT	Pondera	250 GREAT FALLS
West Yellowstone News	West Yellowstone	MT	Gallatin	1,500 BUTTE-BOZEMAN
Roanoke-Chowan News Herald	Ahoskie	NC	Hertford	10,302 NORFOLK-PORTSMTH-NEWPT NWS
The Stanly News & Press	Albemarle	NC	Stanly	7,800 CHARLOTTE
The Randolph Guide	Asheboro	NC	Randolph	2,500 GREENSBORO-H.POINT-W.SALEM
Watauga Democrat	Boone	NC	Watauga	3,150 CHARLOTTE
Avery Journal Times	Boone	NC	Avery	4,020 CHARLOTTE
Times-News	Burlington	NC	Alamance	25,464 GREENSBORO-H.POINT-W.SALEM
The Clayton News-Star	Clayton	NC	Johnston	15,500 RALEIGH-DURHAM (FAYETVLLE)
The Clemmons Courier	Clemmons	NC	Forsyth	3,500 GREENSBORO-H.POINT-W.SALEM
The Daily Record	Dunn	NC	Harnett	9,000 RALEIGH-DURHAM (FAYETVLLE)
The Herald Sun	Durham	NC	Durham	30,000 RALEIGH-DURHAM (FAYETVLLE)
The Daily Courier	Forest City	NC	Rutherford	8,000 GREENVLL-SPART-ASHEVLL-AND
The Gaston Gazette	Gastonia	NC	Gaston	23,500 CHARLOTTE
The Daily Dispatch	Henderson	NC	Vance	8,000 RALEIGH-DURHAM (FAYETVLLE)
Hickory Daily Record	Hickory	NC	Catawba	20,400 CHARLOTTE
The High Point Enterprise	High Point	NC	Guilford	21,800 GREENSBORO-H.POINT-W.SALEM
Denver Weekly	Huntersville	NC	Mecklenburg	8,000 CHARLOTTE
The Herald Weekly	Huntersville	NC	Mecklenburg	25,000 CHARLOTTE
Mountain Island Monitor	Huntersville	NC NC	Mecklenburg	-
			•	10,000 CHARLOTTE
The Daily News	Jacksonville	NC	Onslow	19,984 GREENVILLE-N.BERN-WASHNGTN
Independent Tribune	Kannapolis	NC	Cabarrus	12,000 CHARLOTTE
Kinston Free Press	Kinston	NC	Lenior	10,843 GREENVILLE-N.BERN-WASHNGTN
News-Topic	Lenoir	NC	Caldwell	8,800 CHARLOTTE

The McDowell New	Marion	NC	McDowell	E 600	CREENIAL CRART ACHEVILL AND
Davie County Enterprise-Record	Mocksville	NC	Davie) GREENVLL-SPART-ASHEVLL-AND) GREENSBORO-H.POINT-W.SALEM
The Enquirer-Journal	Monroe	NC	Union		CHARLOTTE
The News Herald	Morganton	NC	Burke		CHARLOTTE
The Sun Journal	New Bern	NC	Craven	-	GREENVILLE-N.BERN-WASHNGTN
The News & Observer	Raleigh	NC	Wake		RALEIGH-DURHAM (FAYETVLLE)
	•	NC			
The Salisbury Post The Sanford Herald	Salisbury Sanford	NC	Rowan Lee	-	CHARLOTTE
		NC	Cleveland		RALEIGH-DURHAM (FAYETVLLE)
Shelby Star The Pilot	Shelby Southern Pines	NC	Moore		CHARLOTTE
Statesville Record & Landmark	Statesville	NC	Iredell	-) RALEIGH-DURHAM (FAYETVLLE)) CHARLOTTE
The Daily Southerner	Tarboro	NC	Edgecombe	•	RALEIGH-DURHAM (FAYETVLLE)
The Bismarck Tribune	Bismarck	ND	Burleigh) MINOT-BISMARCK-DICKINSON
Devils Lake Journal	Devils Lake	ND	Ramsey	-	FARGO-VALLEY CITY
The Dickinson Press	Dickinson	ND	Stark		MINOT-BISMARCK-DICKINSON
The Forum	Fargo	ND	Cass		FARGO-VALLEY CITY
Grand Forks Herald	Grand Forks	ND	Grand Forks		FARGO-VALLEY CITY
The Jamestown Sun	Jamestown	ND	Stutsman	-	FARGO-VALLEY CITY
BHG Inc. Newspapers	Minot	ND	Various		MINOT-BISMARCK-DICKINSON
Northern Sentry	Minot	ND	Mercer		MINOT-BISMARCK-DICKINSON
Ashland Gazette	Ashland	NE	Saunders	-,	OMAHA
Beatrice Daily Sun	Breatrice	NE		•	LINCOLN & HASTINGS-KRNY
Columbus Telegram	Columbus	NE	Gage Platte		OMAHA
Fremont Tribune	Fremont	NE	Dodge	-	OMAHA
Grand Island Independent	Grand Island	NE	Hall	•) LINCOLN & HASTINGS-KRNY
Journal - Register	Hebron	NE	Thayer	-	LINCOLN & HASTINGS-KRNY
Kearney Hub	Kearney	NE	Buffalo		LINCOLN & HASTINGS-KRNY
McCook Daily Gazette	McCook	NE	Red Willow	-	LINCOLN & HASTINGS-KRNY
The Minden Courier	Minden	NE	Kearny	-	LINCOLN & HASTINGS-KRNY
Nebraska City News-Press	Nebraska City	NE	Otoe	•	S OMAHA
Norfolk Daily News	Norfolk	NE	Madison		SIOUX CITY
North Platte Telegraph	North Platte	NE	Lincoln		NORTH PLATTE
The Omaha World-Herald	Omaha	NE	Douglas	-	OMAHA
Star Herald	Scottsbluff	NE	Scotts Bluff	-	CHEYENNE-SCOTTSBLUF
Syracuse Journal-Democrat	Syracuse	NE	Otoe		OMAHA
Wahoo Newspaper	Wahoo	NE	Saunders		OMAHA
Waverly News	Waverly	NE	Saunders		LINCOLN & HASTINGS-KRNY
News-Time	York	NE	York		LINCOLN & HASTINGS-KRNY
Eagle Times	Claremont	NH	Sullivan	-	BURLINGTON-PLATTSBURGH
Concord Monitor	Concord	NH	Merrimack	•	BOSTON (MANCHESTER)
The Telegraph	Hudson	NH	Hillsborough	•	BOSTON (MANCHESTER)
Keene Sentinel	Keene	NH	Cheshire	-	BOSTON (MANCHESTER)
Laconia Citizen	Laconia	NH	Belknap	•	BOSTON (MANCHESTER)
New Jersey Herald	Newton	NJ	Sussex		NEW YORK
The Record	Woodland Park	NJ			NEW YORK
Alamogordo Daily News	Alamogordo	NM	Bergen Otero		ALBUQUERQUE-SANTA FE
The Albuquerque Journal	Albuquerque	NM	Bernalillo		ALBUQUERQUE-SANTA FE
Carlsbad Current-Argus	Carlsbad	NM	Eddy	-	ALBUQUERQUE-SANTA FE
Deming Headlight	Deming	NM	Luna		ALBUQUERQUE-SANTA FE
The Daily Times	Farmington	NM	San Jaun		ALBUQUERQUE-SANTA FE
The Gallup Independent	Gallup	NM	McKinley		ALBUQUERQUE-SANTA FE
Hobbs News Sun	Hobbs	NM	Lea		ALBUQUERQUE-SANTA FE
Los Alamos Monitor	Las Alamos	NM	Los Alamos	-	ALBUQUERQUE-SANTA FE
Las Cruces Sun-News	Las Cruces	NM	Dona Ana		EL PASO
Las Vegas Optic	Las Vegas	NM	San Miguel		ALBUQUERQUE-SANTA FE
Roswell Daily Record	Roswell	NM	Chaves	-	ALBUQUERQUE-SANTA FE
The Ruidoso News	Ruidoso	NM	Lincoln		ALBUQUERQUE-SANTA FE
The Santa Fe New Mexican	Santa Fe	NM	Santa Fe		ALBUQUERQUE-SANTA FE
Nevada Appeal	Carson City	NV	Washoe		RENO
Lincoln County Record	Ely	NV	Lincoln		SALT LAKE CITY
Lahontan Valley News	Fallon	NV	Churchhill) RENO
The Record Courier	Gardnerville	NV	Douglas) RENO
Mineral County Independent News	Hawthorne	NV	Mineral		RENO
North Lake Tahoe Bonanza	Incline Village	NV	Washoe) RENO
The Humboldt Sun	Winnemucca	NV	Humboldt) RENO
	· · · · · · · · · · · · · · · · · · ·		amboidt	7,040	

Messanger Past Newspapers	The Daily News	Batavia	NY	Genesee	13,000 BUFFALO
Catsbill Daily Wall Catsbill NY Greene 3,500 ALBAMY-SCHNECTADY-TROY Centame Courier Chatham NY Columbia 1,800 ALBAMY-SCHNECTADY-TROY Genese Country Express Dansylle NY Unitotion 2,562 ROCHESTER NY The Post Star Genese Country Express Genese Country Express NY Warren 2,560 ALBAMY-SCHENCTADY-TROY The Forst Star Hudson NY Columbia 5,000 ALBAMY-SCHENCTADY-TROY Hedson Register-Star Hudson NY Columbia 5,000 ALBAMY-SCHENCTADY-TROY Times Herald-Record Middletown NY Orange 59,000 NEW YORK Times Herald-Record New York NY Orange 59,000 NEW YORK The Daily Star Oneonta NY Osbego 13,100 UTICA Cooperstown Crier Oneonta NY Osbego 6,322 STRACHEN The Pallodium Times Oswego NY Oswego 6,322 STRACHEN The Coronal-Captes Printabardy NY Oswego 6,322 STRACHEN The Coronal-C	•				•
Chatham NY Columbia 1,800 ALBAMY SCHENECTADY-TROY		•			
Genese Country Express	•			Columbia	
Finger Lakes Times		Dansville	NY	Livingston	•
The tyening Telegram		Geneva	NY	_	·
Hudson Ny	The Post Star	Glens Falls	NY	Warren	25,500 ALBANY-SCHENECTADY-TROY
The Evening Times	The Evening Telegram	Herkimer	NY	Herkimer	3,300 UTICA
Times Feral-B Record Middletown NY Orange 59,000 NEW YORK New York Dally Star Oneonta NY Chenango 13,500 UTICA Cooperstown Crier Oneonta NY Ossego 13,500 UTICA The Dally Star Oswego NY Oswego 1,811 UTICA The Palladium Times Oswego NY Oswego 6,322 SYRACUSE The Chronicle-Express Penn Yan NY Vales 3,383 RON-ESTER NY Press-Republican Plattsburgh NY Clinton 2,000 BURINISTON PLATTSBUBGH Mourtain Eagle Stamford NY Greene 2,200 BINGHAMTON Watertown Daily Times Watertown Bull NY Clinton 2,500 BURINISTIONY Windham Juuraal Windham NY Cleimbia 1,520 ALBANY-SCHENCTADY-TROY Uster Townsman Woodstock NY Uster Country 1,520 ALBANY-SCHENCETADY-TROY Uster Townsman Woodstock NY Uster Country 2,200 New York Uster Townsman Akron OH Star	Hudson Register-Star	Hudson	NY	Columbia	5,000 ALBANY-SCHENECTADY-TROY
New York Daily News	The Evening Times	Little Falls	NY	Herkimer	2,000 UTICA
The Daily Star	Times Herald-Record	Middletown	NY	Orange	59,000 NEW YORK
Coopertown Crier Oneonta NY Otsego 1.811 UTICA The Palladium Times Owego NY Oxwego 6.322 SYRACUSE The Chronicle-Express Penn Yan NY Vates 3.838 ROCHESTER NY Press Republican Penn Yan NY Clinton 2,000 BURLINGTON-PLATTSBURGH The Daily Gazette Stamford NY Greene 2,200 BINGHAITON Watertown Daily Times Watertown NY Greene 2,200 BINGHAITON Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY The Subarbanite Akron OH Stark 3,138 CLEVELAND-ARRON (CANTON) New Alliance OH Stark 12,000 CLEVELAND-ARRON (CANTON) New Beacon Alliance OH Stark 12,000 CLEVELAND-ARRON (CANTON) Star Beacon Ashtabula OH Ashtabula 13,750 CLEVELAND-ARRON (CANTON) Marcia Salaman Alhens OH	New York Daily News	New York	NY	New York	800,000 NEW YORK
The Palladium Times	The Daily Star	Oneonta	NY	Chenango	13,500 UTICA
The Chronicle-Express	Cooperstown Crier	Oneonta	NY	Otsego	1,811 UTICA
Press-Republican Plattsburgh NY Clinton 20,000 BURLINGTON-PLATTSBURGH The Dally Gazette Schenectady NY Greene 2,200 BINGHAMTON Watertown Dally Times Watertown NY Greene 2,200 BINGHAMTON Windham Journal Windham NY Columbia 1,200 ABMAN'S CHENECTADY-TROY Ulster Townsman Woodstock NY Ulster 2,500 NEW YORK His Esbarbanite Akron OH Stark 34,138 GLEVELAND-AKRON (CANTON) The Kron Beacon Journal Akron OH Summit 12,000 CLEVELAND-AKRON (CANTON) Ashland differes Gazette Alshland OH Stark 12,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashland 1,400 CLEVELAND-AKRON (CANTON) Star Beacon <td>The Palladium Times</td> <td>Oswego</td> <td>NY</td> <td>Oswego</td> <td>6,322 SYRACUSE</td>	The Palladium Times	Oswego	NY	Oswego	6,322 SYRACUSE
The Daily Gazette	The Chronicle-Express	Penn Yan	NY	Yates	3,838 ROCHESTER NY
Mountain Eagle Stamford NY Greene 2,200 BINGHAMTON Watertown Daily Times Watertown NY Jefferson 26,000 WATERTOWN Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY Uister Townsman Woodstock NY Uister 2,500 NEW YORK The Subarbanite Akron OH Stark 34,138 GLEVELAND-AKRON (CANTON) The Akron Beacon Journal Akron OH Summit 112,000 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashland 1,400 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashland 1,400 CLEVELAND-AKRON (CANTON) The Arbens Messenger Athens OH Athens 3,275 CHARLESTON-HUNTINGTON Vinton Country Courier Athens OH Huron 3,350 CLEVELAND-AKRON (CANTON) Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON)	Press-Republican	Plattsburgh	NY	Clinton	20,000 BURLINGTON-PLATTSBURGH
Watertown Daily Times Watertown NY Lefferson 26,000 WATERTOWN Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENCTADY-TROY Ulster Townsman Woodstock NY Ulster 2,500 NEW YORK The Subarbanite Akron OH Stark 13,413 CLEVELAND-AKRON (CANTON) Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Ashland Indian OH Ashland 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashlabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Athens Messenger Critical OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Branch Messenger Critical	The Daily Gazette	Schenectady	NY	Albany	50,500 ALBANY-SCHENECTADY-TROY
Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY UIster Townsman Woodstock NY UIster 2,500 NEW YORK The Subarbanite Akron OH Stark 34,138 CLEVELAND-AKRON (CANTON) Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashland 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashland 14,000 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton County Courter Athens OH Winton 3,300 CLEVELAND-AKRON (CANTON) The Appan Times Bryan OH Williams 10,313 TOLEDO The Herald Circleville OH Pickaway 6,600 COLUMBUS OH The Crosent-News Delaware OH Delaware 8,119 COLUMBUS OH The Cronicle Telegram Eliyria OH Delaware 8,119 COLUMBUS OH The Delaware Gazette Hillsboro<	Mountain Eagle	Stamford	NY	Greene	2,200 BINGHAMTON
USter Townsman Woodstock NY Ulster 2,500 NEW YORK The Subarbanite Akron OH 52 xirk 34,138 CLEVELAND-AKRON (CANTON) The Akron Beacon Journal Akron OH 52 xirk 12,000 CLEVELAND-AKRON (CANTON) Review Alliance OH Astrak 12,000 CLEVELAND-AKRON (CANTON) Ashland Image OH Ashlabula 1,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashtabula 3,375 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH William 0,313 TOLEDO Bellevue OH William 0,3350 CLEVELAND-AKRON (CANTON) The Beparting Criceville OH Pulvon 3,350 CLEVELAND-AKRON (CANTON) The Delaware Gazette Defiance OH Delaware 6,600 CLEVELAND-AKRON (CANTON) The Chronice Telegram Elivia OH Lorain 2	Watertown Daily Times	Watertown	NY		26,000 WATERTOWN
The Subarbanite Akron OH Stark 34,138 CLEVELAND-AKRON (CANTON) The Akron Beacon Journal Akron OH Stark 112,000 CLEVELAND-AKRON (CANTON) Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashlabula 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashlabula 14,000 CLEVELAND-AKRON (CANTON) The Altens Messenger Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinton Courly Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herlad Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Brown 3,460 CINCINNATI Hillsboro Times Gazette	Windham Journal	Windham	NY	Columbia	1,520 ALBANY-SCHENECTADY-TROY
The Akron Beacon Journal Akron OH Summit 112,000 CLEVELAND-AKRON (CANTON) Review Ashland OH Ashland 12,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashlabula OH Ashlabul 13,750 CLEVELAND-AKRON (CANTON) Nitho Research Ashlabula OH Ashlabula 13,750 CLEVELAND-AKRON (CANTON) Nitho Research Athens OH Ashlabula 13,750 CLEVELAND-AKRON (CANTON) Nitho County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinto Repair Times Bryan OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CELVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 66,000 CELVELAND-AKRON (CANTON) The Delaware Gazette Defiance OH Defiance 16,000 TOLEDO The Leberare Gazette Defiance OH Defiance 16,200 TOLEDO The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Hillsbor	Ulster Townsman	Woodstock	NY	Ulster	2,500 NEW YORK
Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashlabula 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashlabula OH Ashlabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton Courcy Courler Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Williams 10,313 TOLEDO The Repository Canton OH Stark 6,600 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 CLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Delaware Gazette Bloware OH Delaware 8,119 COLUMBUS OH The Jackson County Times Gazette	The Subarbanite	Akron		Stark	34,138 CLEVELAND-AKRON (CANTON)
Ashland Times-Gazette Ashland OH Ashland 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashabula OH Ashtabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Williams 10,313 TOLEDO The Repository Canton OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Repository Canton OH Deflance OH Deflance The Chronicle Telegram Deflance OH Deflaware 16,000 TOLEDO The Chronicle Telegram Elyria OH Loeaware 1,500 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Hillsboro OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Brown 3,600 CLEVELAND-AKRON (CANTON)	The Akron Beacon Journal				112,000 CLEVELAND-AKRON (CANTON)
Star Beacon Ashtabula OH Ashtabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton Country Courier Athens OH Athens 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Bryan Times Bryan OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Pickaway 6,6000 CLUMBUS OH The Repository Canton OH Pickaway 6,6000 CLUMBUS OH The Parkanton Deflance OH Deflance 1,600 TOLEDO The Delaware Gazette Delaware OH Deflance 1,610 TOLEDO The Chronicle Telegram Elyria OH Lorain 2,5755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro OH Highland 3,637 CINCINNATI The Jackson 5,500 CHARELSTON-HUNTINGTON					
The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Williams 10,313 TOLEDO The Repository Canton OH Williams 10,313 TOLEDO The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,000 TOLEDO The Delaware Gazette Defiance OH Defiance 16,000 TOLEDO The Delaware Gazette Defiance OH Defiance 16,000 TOLEDO The Delaware Gazette Helisboro Times Elyria OH Lelaware 8,119 COLUMBUS OH Hillsboro Times Gazette Hillsboro Times Gazette Hillsboro Times Gazette Millsboro Times Gazette All Gold CINCINNATI The Jackson County Times-Journal Jackson OH Pidackson County Times-Journal Jackson 5,500 CHARLESTON-HUNTINGTON Sugarcreek-Bellbrook Times Kettering OH <					
Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Bryan Times Bryan OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson OH Bryan 3,460 CINCINNATI The Jackson County Times-Journal Kettering OH Greene 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 11,300 DAYTON Times Communi					
Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Williams 10,313 TOLEDO The Repository Canton OH Pickaway 6,600 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 CLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson 0H Portage 18,000 CLEVELAND-AKRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Portage 18,000 CLEVELAND-AKRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Fulton 14,677 DAYTON Times Community Newspapers - North Kettering OH Fulton 14,677 DAYTON	-				
The Bryan Times Bryan OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,537 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI He Jackson County Times-Journal Jackson OH Highland 3,637 CINCINNATI Record Courier Kent OH Portage 18,000 CLEVELAND-AKRON (CANTON) Record Courier Kent OH Putton 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 11,300 DAYTON Logan Daily News Logan O	•				•
The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI Record Courier Kent OH Portage 18,000 CLEVELAND-AKRON (CANTON) Nugarcreek-Bellbrook Times Kettering OH Fulton 1,4677 DAYTON Times Community Newspapers - North Kettering OH Fulton 11,300 DAYTON Madison Press London OH Hocking 3,900 COLUMBUS OH Marysville Journal - Tribune M					
The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO 16.00 TO	-	•			•
Cresent-NewsDefianceOHDefiance16,200 TOLEDOThe Delaware GazetteDelawareOHDelaware8,119 COLUMBUS OHThe Chronicle TelegramElyriaOHLorain25,755 CLEVELAND-AKRON (CANTON)Georgetown News DemocratGeorgetownOHBrown3,460 CINCINNATIHillsboro Times GazetteHillsboroOHHighland3,637 CINCINNATIThe Jackson County Times-JournalJacksonOHPortage18,000 CLEVELAND-AKRON (CANTON)Record CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHFulton11,300 DAYTONTimes Community Newspapers - NorthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMargosille Journal - TribuneMarysvilleOHOHMadison4,545 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHRichwood GazetteMarysvilleOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHPerry4,000 COLUMBUS OHPerry County TribuneNew ExingtonOHPerry4,000 COLUMBUS OHNorwalk ReflectorNorwalkOHPerry4,000 COLUMBUS OHNorwalk ReflectorNorwalkOHFrie24,400 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHPreble13,681 DAYTONThe Sidney Daily News<					
The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-ARRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson OH Highland 3,637 CINCINNATI Record Courier Kent OH Portage 18,000 CLEVELAND-ARRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Greene 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 14,677 DAYTON Times Community Newspapers - South Kettering OH Fulton 14,677 DAYTON Logan OH Hocking 3,900 COLUMBUS OH Marison Press London OH Hocking 3,900 COLUMBUS OH Marison Press London OH Hocking 3,900 COLUMBUS OH Marishon Press Marysville OH				•	
The Chronicle TelegramElyriaOHLorain25,755 CLEVELAND-AKRON (CANTON)Georgetown News DemocratGeorgetownOHBrown3,460 CINCINNATIHillsboro Times GazetteHillsboroOHHighland3,637 CINCINNATIThe Jackson County Times-JournalJacksonOHJackson5,500 CHARLESTON-HUNTINGTONRecord CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHFulton14,677 DAYTONTimes Community Newspapers - NorthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMoking3,900 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHMichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHNorthwest SignalNapoleonOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHPerry4,000 COLUMBUS OHPerry County TribuneNew PhillidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHPreble13,681 DAYTONTroy Daily NewsTroyOHKind10,710 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONTroy Daily NewsTr					•
Georgetown News DemocratGeorgetownOHBrown3,460 CINCINNATIHillsboro Times GazetteHillsboroOHHighland3,637 CINCINNATIThe Jackson County Times-JournalJacksonOHJackson5,500 CHARLESTON-HUNTINGTONRecord CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthLoganOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion6,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHNorwalk ReflectorNorwalkOHHuron9,000 COLUMBUS OHNorwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Norwalk RegisterSanduskyOHFreie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsTroyOHMiami10,710 DAYTONTroy Daily NewsTroyOH					
Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson OH Jackson 5,500 CHARLESTON-HUNTINGTON Record Courier Kent OH Portage 18,000 CLEVELAND-AKRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Greene 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 14,677 DAYTON Times Community Newspapers - South Kettering OH Fulton 11,300 DAYTON Logan Daily News Logan OH Hocking 3,900 COLLWBUS OH Madison Press London OH Madison 4,545 COLUMBUS OH Marysville OH Union 6,000 COLUMBUS OH Richwood Gazette Marysville OH Union 6,000 COLUMBUS OH Richwood Gazette Marysville OH Union 2,000 COLUMBUS OH Northwest Signal Napoleon OH Henry 4,242 TOLEDO Perry County Tribune New Lexington OH Perry 4,000 COLUMBUS OH Norwalk Reflector Norwalk OH Huron 9,000 COLUMBUS OH Norwalk Reflector Norwalk OH Huron 9,000 COLUMBUS OH The Firems Reporter New Philidelphia OH Stark 24,240 CLEVELAND-AKRON (CANTON) The Register-Herald Piqua OH Preble 13,681 DAYTON Sandusky Register Sandusky OH Frei 24,400 CLEVELAND-AKRON (CANTON) The Sidney Daily News Sidney OH Shelby 12,924 DAYTON Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert 5,500 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Pike 3,629 COLUMBUS OH Fulton County Expositor Wauseon OH Pike 3,620 COLUMBUS OH	_	•			
The Jackson County Times-JournalJacksonOHJackson5,500 CHARLESTON-HUNTINGTONRecord CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHRichwood GazetteMarysvilleOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHFerry4,000 COLUMBUS OHPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHFrie24,400 CLEVELAND-AKRON (CANTON)Troy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNERecord HeraldWashington Co	5	=			
Record CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHPreble13,681 DAYTONSandusky RegisterSanduskyOHFrie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsTroyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,006 CILUMBUS OHFulton County ExpositorWassington Court HouseOHFayette<				_	•
Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Sandusky RegisterSanduskyOHFrie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFulton4,848 TOLEDOFulton County ExpositorWauseonOHFulton4,848 TOLEDO </td <td>-</td> <td></td> <td></td> <td></td> <td></td>	-				
Times Community Newspapers - North Times Community Newspapers - South Logan Madison Press Madison Press Marysville Journal - TribuneKettering LoganOH Hocking OH Hocking OH Madison<				•	,
Times Community Newspapers - South Logan Logan OH Hocking 3,900 COLUMBUS OH Madison Press London OH Madison Madison Press London OH Madison Marysville Journal - Tribune Marysville Marysville OH Union Richwood Gazette Marysville OH Union Marysville OH Henry Maysville OH Perry Mayou COLUMBUS OH Marysville OH Henry Mayou COLUMBUS OH Marysville OH Henry Mayou COLUMBUS OH Marysville OH Huron Mayou COLUMBUS OH Marysville OH Preble Mayou COLUMBUS OH Marysville OH Preble Mayou COLUMBUS OH Mayou COLUMBUS OH Marysville OH Preble Mayou COLUMBUS OH Mayou CLEVELAND-AKRON (CANTON) Mayou CLEVELAND-AKR	_	-			•
Logan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,006 CULMBUS OHFulton County ExpositorWaseonOHFayette5,068 COLUMBUS OHThe News WatchmanWaseonOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI <td></td> <td>=</td> <td></td> <td></td> <td></td>		=			
Madison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal -TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNETimes-BulletinVan WertOHFayette5,068 COLUMBUS OHFulton County ExpositorWashington Court HouseOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI<		=			
Marysville Journal -TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNETimes-BulletinVan WertOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmington News JournalOHClinton6,400 CINCINN	. ,			•	•
Richwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmington OHClinton6,400 CINCINNATI					
The IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	•				•
Northwest Signal Napoleon OH Henry 4,242 TOLEDO Perry County Tribune New Lexington OH Perry 4,000 COLUMBUS OH The Times Reporter New Philidelphia OH Stark 24,240 CLEVELAND-AKRON (CANTON) Norwalk Reflector Norwalk OH Huron 9,000 CLEVELAND-AKRON (CANTON) The Register-Herald Piqua OH Preble 13,681 DAYTON Sandusky Register Sandusky OH Erie 24,400 CLEVELAND-AKRON (CANTON) The Sidney Daily News Sidney OH Shelby 12,924 DAYTON Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert 5,500 FT. WAYNE Times-Bulletin Van Wert OH Van Wert 5,000 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI					· · · · · · · · · · · · · · · · · · ·
Perry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	•				
The Times Reporter New Philidelphia OH Stark 24,240 CLEVELAND-AKRON (CANTON) Norwalk Reflector Norwalk Reflector Norwalk Piqua OH Preble 13,681 DAYTON Sandusky Register Sandusky OH Erie 24,400 CLEVELAND-AKRON (CANTON) The Sidney Daily News Sidney OH Shelby 12,924 DAYTON Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert Times-Bulletin Van Wert OH Van Wert S,500 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton Fulton Hews Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI	_				4,000 COLUMBUS OH
Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI		=	ОН		
The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Norwalk Reflector	Norwalk	ОН	Huron	
The Sidney Daily News Sidney OH Shelby 12,924 DAYTON 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert S,500 FT. WAYNE Times-Bulletin Van Wert OH Van Wert S,000 FT. WAYNE Van Wert Fulton County Expositor Wauseon OH Fulton Fulton Waverly OH People's Defender West Union OH Clinton OH Clinton OH COH COH COH COH COH COH COH COH COH	The Register-Herald	Piqua	ОН	Preble	13,681 DAYTON
Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert 5,500 FT. WAYNE Times-Bulletin Van Wert OH Van Wert 5,000 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	Sandusky Register	Sandusky	ОН	Erie	24,400 CLEVELAND-AKRON (CANTON)
Putnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	The Sidney Daily News	Sidney	ОН	Shelby	12,924 DAYTON
Times-Bulletin Van Wert OH Van Wert 5,000 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	Troy Daily News	Troy	ОН	Miami	10,710 DAYTON
Record HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Putnam County Sentinel	Van Wert	ОН	Van Wert	5,500 FT. WAYNE
Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	Times-Bulletin	Van Wert	ОН	Van Wert	5,000 FT. WAYNE
The News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Record Herald	Washington Court House	ОН	Fayette	5,068 COLUMBUS OH
People's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Fulton County Expositor	Wauseon	ОН	Fulton	4,848 TOLEDO
Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	The News Watchman	Waverly	ОН	Pike	3,629 COLUMBUS OH
	People's Defender	West Union	ОН	Adams	6,800 CINCINNATI
Daily Record Wooster OH Wayne 22,664 CLEVELAND-AKRON (CANTON)	_	Wilmington		Clinton	
	•			· ·	
Beavercreek News Current Xenia OH Greene 2,785 DAYTON	Beavercreek News Current	Xenia	ОН	Greene	2,785 DAYTON

The Aenia Daily Gazette	Fairborn Daily Herald	Xenia	ОН	Greene	1,450 DAYTON
Express Star	The Xenia Daily Gazette	Xenia	ОН	Greene	4,150 DAYTON
Daily Progress	The Daily Ardmoreite	Ardmore	ОК	Carter	8,900 SHERMAN-ADA
The Duncan Banner	Express-Star	Chickasha	ОК	Grady	4,949 OKLAHOMA CITY
The Edmond Sun	Daily Progress	Claremore	OK	Rogers	5,938 TULSA
The American	The Duncan Banner	Duncan	ОК	Stephens	6,500 WICHITA FALLS & LAWTON
The Grove Sun	The Edmond Sun	Edmond	ОК	Oklahoma	4,200 OKLAHOMA CITY
McAlester News-Capital McAlester OK Pittsburg 9,403 TULSA Mustang Times Mustang Times Nowata 0K Canudian 5,500 ORLAHOMA CITY	The American	Fairland	OK	Ottawa	1,700 JOPLIN-PITTSBURG
Miami	The Grove Sun	Grove	ОК	Delaware	2,800 TULSA
Mustang Times	McAlester News-Capital	McAlester	OK	Pittsburg	9,403 TULSA
The Nowata Star Nowata OK Nowata 2,000 TULSA Sapulpa Daily Herald Sapulpa OK Creek 3,500 TULSA Sapulpa Daily Herald Sapulpa OK Creek 3,500 TULSA Shawnee News-Star Shawnee OK Chortwattomic 3,105 OULAHOMA CITY News Press Tablequath Daily Press Tablequath Daily Press 7,800 OULAN Vinita Daily Journal Vinita OK Cherokee 3,959 TULSA Vinita Daily Journal Vinita OK Cherokee 3,959 TULSA Woodward News Woodward OK Croig 3,000 TULSA Woodward News Woodward OK Woodward 4,751 OULAHOMA CITY Abary Democrat-Herald Albary OR Lin 6,100 EUGRNE Corvallis Gazette Times Coos Say OR Coos 9,000 EUGRNE Wallowa Corvallis OR Coos 9,000 EUGRNE Wallowa Corvallis OR Coos 9,000 EUGRNE Wallowa	Miami News-Record	Miami	OK	Ottawa	3,500 JOPLIN-PITTSBURG
The Daily Times	Mustang Times	Mustang	ОК	Canadian	5,500 OKLAHOMA CITY
Sapulpa Daily Herald Sapulpa OK Creek 3,500 TULSA Shawnee News-Star Shawnee News-Star OK Adair 7,800 GUAHOMA CITY News Press Stillwater OK Adair 7,800 GUAHOMA CITY Tahlequah Daily Poress Tahlequah Dolk Cherokce 3,959 TULSA Woodward News Woodward OK Coralg 3,000 TULSA Woodward Hews Woodward OK Coralg 3,000 TULSA Woodward Hews Woodward OK Coralg 3,000 EUGENE Corvallis Gazette Times Corvallis OR Long 3,000 EUGENE Wallowa County Chiefata Eugene OR Wallowa 3,033 SPOKANE The Hermiston Herald Hermiston OR Umattlia 3,838 YAKIMA-PASCO-RCHLND-KNNWCK Blue Mountain Eagle John Days OR Grant 3,033 SDISE Herald S News Klamath Falls OR Kimath 17,321 MEDFRO-KLAMATH FALLS Bast Tenn Press Allentown PA Lehigh 5,000 PHILDELPHIA	The Nowata Star	Nowata	OK	Nowata	2,500 TULSA
Shawnee News Star Shawnee OK Pottawatomie 9,106 OKLAHOMA CITY	The Daily Times	Pryor	OK	Mayes	3,200 TULSA
News Press Tahlequah Ok Cherokee 3,959 TURS Tahlequah Ok Cherokee 3,959 TURS Vinita Daily Journal Vinita Ok Cherokee 3,959 TURS Vinita Daily Journal III Oko Oko Bay OR Coos 9,000 EUGENE Vinita Daily Journal III Oko Oko Bay OR Coos 9,000 EUGENE Vinita Daily Journal III Oko Oko Bay OR Coos 9,000 EUGENE Vinita Daily Journal III Oko Oko Bay OR Coos 9,000 EUGENE Vinita Daily Journal III Oko Oko Bay OR Coos 9,000 EUGENE Vinita Daily Journal III Oko Oko Bay OR Coos 9,000 EUGENE Vinita Daily Journal III Oko Oko Bay OR Goralt 3,030 SPOKANE Unatilia 3,330 SPOKANE Unatilia 3,333 SPOKANE Unatilia 3,330 SPOKANE Unatilia 3,330 SPOKANE Unatilia 3,330 SP	Sapulpa Daily Herald	Sapulpa	OK	Creek	3,500 TULSA
Tahlequah Daily Press	Shawnee News-Star	Shawnee	OK	Pottawatomie	9,106 OKLAHOMA CITY
Vinita OK Craig 3,000 TULSA Woodward News Woodward OK Woodward 4,751 OKLAHOMA CITY Albany-Democrat-Herald Albany OR Linn 16,100 PORTLAND OR The World Coos 9,000 EUGENE Corvalins Corvallis OR Benton 11,000 EUGENE Wallowa County Chieftain Enterprise OR Wallowa 3,030 SPOKANE The Hermiston Herald Hermiston OR Lane 54,000 EUGENE Blue Mountain Eagle John Day OR Grant 3,030 SPOKANE Blue Mountain Eagle John Day OR Grant 3,030 SPOKANE Herald & News Klamath Falls OR Klamath 17,321 MEDFORD-KLAMATH FALLS East Penn Press Allentown PA Lehigh 3,000 PMAIMA-PASCO-RCHLIND-KNINWCK East Penn Press Allentown PA Lehigh 3,000 PMILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PMILADELPHIA Parkland Press Allentown PA	News Press	Stillwater	OK	Adair	7,800 OKLAHOMA CITY
Woodward News Woodward Jahany OR Linn 4,751 OKLAHDMA CITY Albany-Democrat-Herald Coos Bay OR Linn 15,100 OFTRAND OR The World Coos Bay OR Benton 10,400 EUGENE Corvallis Gazette Times Crovallis OR Benton 10,400 EUGENE Wallowa County Chieftain Enterprise OR Wallawa 3,030 SOS SOKANE The Register-Guard Eugene OR Lane 54,000 EUGENE The Hermiston Herald Hermiston OR Umatilla 3,838 SOKANE Blue Mountain Eagle John Day OR Grant 3,030 BOISE Herald & News Klamath Klamath 1,321 BUEFORD KLAMATH FALLS Bast Oregonian Medford OR Jackson 24,650 MEDFORD KLAMATH FALLS East Penn Press Allentown PA Lehigh 3,000 PHILADELPHIA The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Vorthwestern Press Allentown PA Lehigh 5,000 PHILADELPHIA <	Tahlequah Daily Press	Tahlequah	OK	Cherokee	3,959 TULSA
Albany	Vinita Daily Journal	Vinita	OK	Craig	3,000 TULSA
The World	Woodward News	Woodward	OK	Woodward	4,751 OKLAHOMA CITY
Corvallis OR Benton 10,400 EUGENE Wallowa County Chieftain Enterprise OR Wallawa 3,030 SPOKANIE The Register-Guard Eugene OR Lane 54,000 EUGENE The Hermiston Herald Hermiston OR Umatilla 3,383 YAMIA-PASCO-RCHLND-KNNWCK Blue Mountain Eagle John Day OR Grant 3,383 YAMIA-PASCO-RCHLND-KNNWCK Blue Mountain Eagle Monton OR Grant 17,321 MEDFORD-KLAMATH FALLS Ball Tribune Medford OR Jackson 24,650 MEDFORD-KLAMATH FALLS Ball Tribune Medford OR Jackson 24,650 MEDFORD-KLAMATH FALLS East Oregonian Pendleton OR Grant 9,009 VARMIA-PASCO-RCHLND-KNNWCK The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 3,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA <td< td=""><td>Albany-Democrat-Herald</td><td>Albany</td><td>OR</td><td>Linn</td><td>16,100 PORTLAND OR</td></td<>	Albany-Democrat-Herald	Albany	OR	Linn	16,100 PORTLAND OR
Wallowa County Chieftain Eugene OR Lane 54,000 EUGENE The Register-Guard Eugene OR Lane 54,000 EUGENE The Hermiston Herald Hermiston OR Umatilla 3,383 YAKIMA-PASCO-RCHLND-KNNWCK Blue Mountain Eagle John Day OR Grant 3,038 DISK Blue Mountain Eagle John Day OR Grant 3,038 DISK Herald & News Klamath Falls OR Klamath 17,321 MEDFORD-KLAMATH FALLS Mail Tribune Medford OR Jackson 24,650 MEDPORD-KLAMATH FALLS East Oregonian Pendleton OR Grant 9,090 YAKIMA-PASCO-CHLND-KNNWCK The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 3,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 5,000 PHILADELPHIA Parkland Press Allentown PA Lehigh 7,000 PHILADELPHIA Parkland Press Allentown PA Lehigh 7,000 PHILADELPHIA Parkland Press Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-INSTR-LEB-YORK The Progress Clearfield PA Clearfield PA Cumberland 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Lourism 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Luzerne 19,000 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Luzerne 19,000 WILKES BARRE-SCRANTON The Daily News Lehighton PA Cambria 1,200 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Lehighton PA Cambria 1,200 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA Wayne 1,200 WILKES BARRE-SCRANTON The Meadville PA Carbon 1,300 WILKES BARRE-SCRANTON The Meadville PA Carbon 1,400 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 1,202 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 1,202 WIL	The World	Coos Bay	OR	Coos	9,000 EUGENE
The Register-Guard	Corvallis Gazette Times	Corvallis	OR	Benton	10,400 EUGENE
The Hermiston Herald Hermiston OR Umatilla 3,838 YAKIMA-PASCO-RCHLND-KNNWCK Blue Mountain Eagle John Day OR Grant 3,030 BOISE Herald & News Klamath Falls OR Klamath 17,321 MEDFORD-KLAMATH FALLS Herald & News Medford OR Jackson 24,650 MEDFORD-KLAMATH FALLS East Oregonian Pendleton OR Grant 9,909 YAKIMA-PASCO-RCHLND-KNNWCK The News Review Roseburg OR Douglas 19,190 EUGENE East Oregonian Pendleton OR Grant 9,909 YAKIMA-PASCO-RCHLND-KNNWCK The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 8,000 PHILADELPHIA Morthwestern Press Allentown PA Lehigh 5,000 PHILADELPHIA Morthwestern Press Milentown PA Lehigh 5,000 PHILADELPHIA Morthwestern Morthwester	Wallowa County Chieftain	Enterprise	OR	Wallawa	3,030 SPOKANE
Blue Mountain Eagle Herald & News Klamath Falls OR Klamath 17,321 MEDFORD-KLAMATH FALLS Awail Tribune Medford OR Jackson 24,650 MEDFORD-KLAMATH FALLS East Oregonian Pendleton OR Grant 9,090 YAKIMA-PASCO-RCHLND-KNNWCK The News Review Roseburg OR Douglas 19,190 EUGSTINE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Parkiand Press Allentown PA Lehigh 5,000 PHILADELPHIA Parkiand Press Allentown PA Lehigh 7,000 PHILADELPHIA Herball-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Parkiand Press Allentown PA Lehigh 7,000 PHILADELPHIA Press Parkiand Press Allentown PA Lehigh 7,000 PHILADELPHIA Parkiand Press Allentown PA Lehigh 7,000 PHILADELPHIA Press Parkiand Press Allentown PA Lehigh 7,000 PHILADELPHIA Press Parkiand Press Allentown PA Lehigh 7,000 PHILADELPHIA Press Press Eaterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON Press Enterprise Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA Press Enterprise Easton PA Northampton PA Luzerne 19,000 WILKES BARRE-SCRANTON Press Enterprise PA Franklin Press Press Press PA Franklin Press Press PA Franklin Press Press PA Franklin Press Press PA Huntingdon PA Luzerne PA (2000 JOHNSTOWN-ALTOONA Press Enterprise PA Wayne Press PRESS PRESS-CRANTON PR	The Register-Guard	Eugene	OR	Lane	54,000 EUGENE
Herald & News Klamath Falls OR Klamath 17,321 MEDFORD-KLAMATH FALLS Mail Tribune Medford OR Jackson 24,650 MEDFORD-KLAMATH FALLS East Oregonian Pendleton OR Grant 9,090 YAKIMA-PASCO-RCHLND-KNNWCK The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 5,000 PHILADELPHIA Northwestern Press Bedford PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bedford PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 1,5439 PHILADELPHIA The Echo-Pilot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Carbon 3,000 WILKES BARRE-SCRANTON The Tribune-Democrat Johnstown PA Carbon 3,000 WILKES BARRE-SCRANTON The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Third Third Press PA Carbon 3,000 WILKES BARRE-SCRANTON The Meadwille Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Carbon 16,420 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON The Standard Journal Milton PA Schuylkill 32,700 WILKES BARRE-SCRANTON The Standa	The Hermiston Herald	Hermiston	OR	Umatilla	3,838 YAKIMA-PASCO-RCHLND-KNNWCK
Mail Tribune Medford OR Sorant 24,650 MEDPORD-KLAMATH FALLS East Oregonian Pendleton OR Grant 9,909 YAKIMA-PASCO-RCHLND-KNNVCK The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Parkland Press Allentown PA Lehigh 5,000 PHILADELPHIA Whitehal-Coplay Press Allentown PA Lehigh 5,000 PHILADELPHIA Whitehal-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford PA Lehigh 7,000 PHILADELPHIA Fres Senterprise Blomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Senticle Carlisle PA Columbia 23,735 WILKES BARRE-SCRANTON The Erbo-Pilot Gerencastle PA Cuberfield 11,200 JOHNSTOWN-ALTOONA The Echo-Pilot Greencastle PA Franklin 2,5	Blue Mountain Eagle	John Day	OR	Grant	3,030 BOISE
East Oregonian Pendleton OR Grant 9,090 YAKIMA-PASCO-RCHLND-KNNWCK The News Review Roseburg OR Douglas 19,196 EUGENE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Parkland Press Allentown PA Lehigh 5,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford PA Lehigh 7,000 PHILADELPHIA Perss Enterprise Belomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-LNCSTR-LEB-YORK The Ferrogress Clearlield PA Cumberland 16,766 HARRISBURG-LNCSTR-LEB-YORK The Express-Times Easton PA Morhampton 51,439 PHILADELPHIA The Standard-Speaker Hazleton	Herald & News	Klamath Falls	OR	Klamath	17,321 MEDFORD-KLAMATH FALLS
The News Review Roseburg OR Douglas 19,190 EUGENE East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 5,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Whitehall-Coplay Press Bloomsburg PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-LNCSTR-LEB-YORK The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Echo-Plot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Tribune-Democrat Johnstown PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Carbon 16,420 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Carbon 15,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Schuykiil 3,2700 WILKES BARRE-SCRANTON The Standard Journal Milton PA Morthumberland 2,652 WILKES BARRE-SCRANTON The Scranton Times Sayre PA Bradford 9,292 WILKES BARRE-SCRANTON The Scranton Times Sayre PA Bradford 9,292 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,200 WILKES BARRE-SCRANTON The Daily Herald Proven PA Washington 9,000 WILKES BARRE-SCRANTON The Daily Herald PA Washington 9,000 WILKES BARRE-SCRANTON 1,000 WILKES BA	Mail Tribune	Medford	OR	Jackson	24,650 MEDFORD-KLAMATH FALLS
East Penn Press Allentown PA Lehigh 8,000 PHILADELPHIA Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Parkland Press Allentown PA Lehigh 5,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-INXCSTR-LEB-YORK The Progress Clearfield PA Cumberland 11,6766 HARRISBURG-INXCSTR-LEB-YORK The Express-Times Easton PA Cumberland 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Wayne 4,100 WILKES BARRE-SCRANTON	East Oregonian	Pendleton	OR	Grant	9,090 YAKIMA-PASCO-RCHLND-KNNWCK
Northwestern Press Allentown PA Lehigh 3,000 PHILADELPHIA Parkland Press Allentown PA Lehigh 5,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-INCSTR-LEB-YORK The Progress Clearfield PA Cumberland 16,766 HARRISBURG-INCSTR-LEB-YORK The Progress Clearfield PA Ciearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Echo-Pilot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PTITSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON The Standard Journal Milton PA Allegheny 228,765 PTTSBURGH Trib Total Media Pittsburgh PA Lawrence 17,816 PTTSBURGH Trib Total Media Pittsburgh PA Bradford 6,222 WILKES BARRE-SCRANTON The Standard Tyrone PA Bradford 9,292 WILKES BARRE-SCRANTON The Pocono Record Tyrone PA Huntingdon 2,000 WILKES BARRE-SCRANTON The Daily Newiew Toward PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Pyrone PA Huntingdon 2,000 WILKES BARRE-SCRANTON The Daily Herald Waynesboro PA Franklin 9,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Huntingdon 2,000 WILKES BARRE-SCRANTON The Newport Daily News	The News Review	Roseburg	OR	Douglas	19,190 EUGENE
Parkland Press Allentown PA Lehigh 7,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-LINCSTR-LEB-YORK The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Echo-Pilot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Carbon 16,420 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Milton PA Schuylkili 32,700 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Sayre PA Bradford 9,229 WILKES BARRE-SCRANTON The Pocono Record 5troudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 2,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 2,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 2,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Morthumbe	East Penn Press	Allentown	PA	Lehigh	8,000 PHILADELPHIA
Whitehall-Coplay Press Allentown PA Lehigh 7,000 PHILADELPHIA Bedford Gazette Bedford PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisie PA Cumberland 16,766 HARRISBURG-LNCSTR-LEB-YORK The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Chorthampton 51,439 PHILADELPHIA The Express-Times Easton PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Cambria 37,000 JOHNSTOWN-ALTOONA The Tribune Latrobe Bulletin Latrobe PA West Moreland 7,500 PHITSBURGH	Northwestern Press	Allentown	PA	Lehigh	3,000 PHILADELPHIA
Bedford Gazette Bedford PA Bedford 9,421 JOHNSTOWN-ALTOONA Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cubarliand 16,766 HARRISBURG-LNCSTR-LEB-YORK The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Esto-Plot Greencastle PA Northampton 51,439 PHILADELPHIA The Esto-Plot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Larrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON	Parkland Press	Allentown	PA	Lehigh	5,000 PHILADELPHIA
Press Enterprise Bloomsburg PA Columbia 23,735 WILKES BARRE-SCRANTON The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-INCSTR-LEB-YORK The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Express-Times Greencastle PA PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Wayne 4,100 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Cambria 37,000 JOHNSTOWN-ALTOONA The Daily News Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON	Whitehall-Coplay Press	Allentown	PA	Lehigh	7,000 PHILADELPHIA
The Sentinel Carlisle PA Cumberland 16,766 HARRISBURG-LNCSTR-LEB-YORK The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Express-Times PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Honesdale PA Wayne 1,000 JOHNSTOWN-ALTOONA The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Carbon 16,420 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Trib Total Media Pittsburgh PA Allegheny 228,765 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 20,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WI	Bedford Gazette	Bedford	PA	Bedford	9,421 JOHNSTOWN-ALTOONA
The Progress Clearfield PA Clearfield 11,200 JOHNSTOWN-ALTOONA The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Echo-Pilot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Wayne Independent Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON The Standard Journal PA New Castle News New Castle New Shew PA Lawrence 17,816 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 2,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 2,000 WILKES BARRE-SCRANTON The Daily Review Towarda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towarda PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Otily Newport Daily News	Press Enterprise	Bloomsburg	PA	Columbia	23,735 WILKES BARRE-SCRANTON
The Express-Times Easton PA Northampton 51,439 PHILADELPHIA The Echo-Pilot Greencastle PA Franklin 2,552 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON The Scranton Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sundury PA Northumberland 2,3000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	The Sentinel	Carlisle	PA	Cumberland	16,766 HARRISBURG-LNCSTR-LEB-YORK
The Echo-Pilot Greencastle PA Franklin 2,562 WASHINGTON DC (HAGRSTWN) Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON The Scranton Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	The Progress	Clearfield	PA	Clearfield	11,200 JOHNSTOWN-ALTOONA
Hazleton Standard-Speaker Hazleton PA Luzerne 19,000 WILKES BARRE-SCRANTON The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Trib Total Media Pittsburgh PA Allegheny 228,765 PITTSBURGH PA Bradford 6,222 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Waynesboro PA Huntingdon 36,000 PITTSBURGH The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News	The Express-Times	Easton	PA	Northampton	51,439 PHILADELPHIA
The Wayne Independent Honesdale PA Wayne 4,100 WILKES BARRE-SCRANTON The Daily News Huntingdon PA Cambria PA Cambria PA Cambria PA Carbon PA Car	The Echo-Pilot	Greencastle	PA	Franklin	2,562 WASHINGTON DC (HAGRSTWN)
The Daily News Huntingdon PA Huntingdon 10,000 JOHNSTOWN-ALTOONA The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON The Standard Journal Milton PA Lawrence 17,816 PITTSBURGH Trib Total Media Pittsburgh PA Lawrence 17,816 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON	Hazleton Standard-Speaker	Hazleton	PA	Luzerne	19,000 WILKES BARRE-SCRANTON
The Tribune-Democrat Johnstown PA Cambria 37,000 JOHNSTOWN-ALTOONA The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Trib Total Media Pittsburgh PA Allegheny PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Schuylkill 32,700 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washingto	The Wayne Independent	Honesdale	PA	Wayne	4,100 WILKES BARRE-SCRANTON
The Latrobe Bulletin Latrobe PA West Moreland 7,500 PITTSBURGH Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland Northumb	The Daily News	Huntingdon	PA	Huntingdon	10,000 JOHNSTOWN-ALTOONA
Salisbury Press Lehighton PA Carbon 3,000 WILKES BARRE-SCRANTON Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News Trib Total Media Pittsburgh PA Lawrence PA Lawrence Trib Total Media Pittsburgh PA Allegheny Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon Observer-Reporter Washington PA Washington PA Washington PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON	The Tribune-Democrat	Johnstown	PA	Cambria	37,000 JOHNSTOWN-ALTOONA
Times News Lehighton PA Carbon 16,420 WILKES BARRE-SCRANTON The Meadville Tribune Meadville PA Crawford 13,528 ERIE Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Trib Total Media Pittsburgh PA Allegheny PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford Focanton Times Scranton PA Lackawanna PA Bradford The Pocono Record Stroudsburg PA Monroe PA Northumberland PA Northumberland PA Daily Item The Daily Item Total Media PA Northumberland PA Northumberland PA Northumberland PA Northumberland PA Bradford PA Northumberland PA Bradford PA Daily Review PA Northumberland PA Bradford PA Bradford PA Bradford PA Daily Herald PA Bradford PA	The Latrobe Bulletin	Latrobe	PA	West Moreland	7,500 PITTSBURGH
The Meadville Tribune Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Trib Total Media Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford Fe Scranton Times Scranton PA Lackawanna PA Lackawanna PA Monroe PA Wonroe PA Monroe PA Wonroe PA Northumberland PA Bradford PA Schuylkill PA Northumberland PA Daily Item PA Wonroe PA Bradford PA Bradford PA Bradford PA Daily Herald PA Bradford PA Washington PA Bradford PA Bradford PA Washington PA	Salisbury Press	Lehighton	PA	Carbon	3,000 WILKES BARRE-SCRANTON
Lewisburg Daily Journal Milton PA Northumberland 1,020 WILKES BARRE-SCRANTON The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH PITTSBURGH PA Allegheny 228,765 PITTSBURGH PA Allegheny 228,765 PITTSBURGH PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON	Times News	Lehighton	PA	Carbon	16,420 WILKES BARRE-SCRANTON
The Standard Journal Milton PA Northumberland 2,652 WILKES BARRE-SCRANTON New Castle News New Castle PA Lawrence 17,816 PITTSBURGH Trib Total Media Pittsburgh PA Allegheny 228,765 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON TIN, 0 Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	The Meadville Tribune	Meadville	PA	Crawford	13,528 ERIE
New Castle NewsNew CastlePALawrence17,816 PITTSBURGHTrib Total MediaPittsburghPAAllegheny228,765 PITTSBURGHRepublican-Herald/The News ItemPottsvillePASchuylkill32,700 WILKES BARRE-SCRANTONMorning TimesSayrePABradford6,222 WILKES BARRE-SCRANTONThe Scranton TimesScrantonPALackawanna47,000 WILKES BARRE-SCRANTONThe Pocono RecordStroudsburgPAMonroe20,290 WILKES BARRE-SCRANTONThe Daily ItemSunburyPANorthumberland23,000 WILKES BARRE-SCRANTONThe Daily ReviewTowandaPABradford9,292 WILKES BARRE-SCRANTONThe Daily HeraldTyronePAHuntingdon2,000 JOHNSTOWN-ALTOONAObserver-ReporterWashingtonPAWashington36,000 PITTSBURGHThe Record HeraldWaynesboroPAFranklin9,000 WASHINGTON DC (HAGRSTWN)The Citizens' VoiceWilkes-BarrePALuzerne29,000 WILKES BARRE-SCRANTONThe Newport Daily NewsNewportRINewport11,000 PROVIDENCE-NEW BEDFORD	Lewisburg Daily Journal	Milton	PA	Northumberland	1,020 WILKES BARRE-SCRANTON
Trib Total Media Pittsburgh PA Allegheny 228,765 PITTSBURGH Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON TIN,000 PROVIDENCE-NEW BEDFORD	The Standard Journal	Milton	PA	Northumberland	2,652 WILKES BARRE-SCRANTON
Republican-Herald/The News Item Pottsville PA Schuylkill 32,700 WILKES BARRE-SCRANTON Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington PA Washington PA Washington PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News		New Castle	PA		17,816 PITTSBURGH
Morning Times Sayre PA Bradford 6,222 WILKES BARRE-SCRANTON The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	Trib Total Media	Pittsburgh	PA	Allegheny	228,765 PITTSBURGH
The Scranton Times Scranton PA Lackawanna 47,000 WILKES BARRE-SCRANTON The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	Republican-Herald/The News Item	Pottsville	PA	Schuylkill	32,700 WILKES BARRE-SCRANTON
The Pocono Record Stroudsburg PA Monroe 20,290 WILKES BARRE-SCRANTON The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	=	•			6,222 WILKES BARRE-SCRANTON
The Daily Item Sunbury PA Northumberland 23,000 WILKES BARRE-SCRANTON The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	The Scranton Times	Scranton	PA	Lackawanna	47,000 WILKES BARRE-SCRANTON
The Daily Review Towanda PA Bradford 9,292 WILKES BARRE-SCRANTON The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	The Pocono Record	Stroudsburg	PA		•
The Daily Herald Tyrone PA Huntingdon 2,000 JOHNSTOWN-ALTOONA Observer-Reporter Washington PA Washington 36,000 PITTSBURGH The Record Herald Waynesboro PA Franklin 9,000 WASHINGTON DC (HAGRSTWN) The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD		•			•
Observer-ReporterWashingtonPAWashington36,000 PITTSBURGHThe Record HeraldWaynesboroPAFranklin9,000 WASHINGTON DC (HAGRSTWN)The Citizens' VoiceWilkes-BarrePALuzerne29,000 WILKES BARRE-SCRANTONThe Newport Daily NewsNewportRINewport11,000 PROVIDENCE-NEW BEDFORD	The Daily Review	Towanda	PA	Bradford	9,292 WILKES BARRE-SCRANTON
The Record HeraldWaynesboroPAFranklin9,000 WASHINGTON DC (HAGRSTWN)The Citizens' VoiceWilkes-BarrePALuzerne29,000 WILKES BARRE-SCRANTONThe Newport Daily NewsNewportRINewport11,000 PROVIDENCE-NEW BEDFORD	•	•		•	•
The Citizens' Voice Wilkes-Barre PA Luzerne 29,000 WILKES BARRE-SCRANTON The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD	•	=		•	
The Newport Daily News Newport RI Newport 11,000 PROVIDENCE-NEW BEDFORD		•			
					•
The Westerly Sun Westerly RI Washington 10,670 PROVIDENCE-NEW BEDFORD		•		· ·	•
	The Westerly Sun	Westerly	RI	Washington	10,670 PROVIDENCE-NEW BEDFORD

The People-Sentinel	Barnwell	SC	Barnwell	6,000 AUGUSTA
Bluffton Today	Bluffton	SC	Beaufort	12,500 SAVANNAH
Morning News	Florence	SC	Florence	24,200 FLORENCE-MYRTLE BEACH
Hampton County Guardian	Hampton	SC	Hampton	1,020 SAVANNAH
The Messenger	Hartsville	SC	Darlington	3,550 FLORENCE-MYRTLE BEACH
The Weekly Observer	Henmingway	SC	Williamsburg	2,040 CHARLESTON SC
Lake City News & Post	Lake City	SC	Florence	1,371 FLORENCE-MYRTLE BEACH
Marion Star & Mullins Enterprise	Lake City	SC	Marion	2,550 FLORENCE-MYRTLE BEACH
The Sun News	Myrtle Beach	SC	Horry	45,000 FLORENCE-MYRTLE BEACH
Jasper County Sun Times	Ridgeland	SC	Jasper	1,337 SAVANNAH
The Daily Journal	Seneca	SC	Oconee	8,000 GREENVLL-SPART-ASHEVLL-AND
The Daily Messenger	Seneca	SC	Oconee	1,000 GREENVLL-SPART-ASHEVLL-AND
The Item	Sumter	SC	Sumter	15,000 COLUMBIA SC
The Daily Republic	Mitchell	SD	Davison	12,327 SIOUX FALLS(MITCHELL)
Capital Journal	Pierre	SD	Hughes	4,400 SIOUX FALLS(MITCHELL)
Rapid City Journal	Rapid City	SD	Pennington	30,684 RAPID CITY
Public Opinion	Watertown	SD	Codington	12,726 SIOUX FALLS(MITCHELL)
Daily Press and Dakotan	Yankton	SD	Yankton	8,686 SIOUX FALLS(MITCHELL)
The Daily Post-Athenian	Athens	TN	McMinn	9,700 CHATTANOOGA
Chattanooga Times Free Press	Chattanooga	TN	Hamilton	78,788 CHATTANOOGA
Cleveland Daily Banner	Cleveland	TN	Bradley	16,000 CHATTANOOGA
Herald -Citizen	Cookeville	TN	Putman	11,878 NASHVILLE
The Leader	Covington	TN	Tipton	5,543 MEMPHIS
Crossville Chronicle	Crossville	TN	Cumberland	7,062 KNOXVILLE
The State Gazette	Dyersburg	TN	Dyer	5,939 MEMPHIS
Elizabethton Star	Elizabethton	TN	Carter	9,000 TRI-CITIES TN-VA
The Greeneville Sun	Greeneville	TN	Greene	14,000 TRI-CITIES TN-VA
Johnson City Press	Johnson City	TN	Washington	31,300 TRI-CITIES TN-VA
Herald & Tribune	Jonesborough	TN	Washington	4,400 TRI-CITIES TN-VA
Kingsport Times-News	Kingsport	TN	Hawkins	42,000 TRI-CITIES TN-VA
The Mt. Juliet News	Lebanon	TN	Wilson	2,500 NASHVILLE
The Laborar Domestrat	Lebanon	TN TN	Trousdale Wilson	2,500 NASHVILLE
The Lebanon Democrat The News-Herald	Lebanon			8,000 NASHVILLE
	Lenoir City	TN TN	Loudon Blount	5,836 KNOXVILLE
The Daily Times Southern Standard	Maryville McMinnville	TN	Warren	18,300 KNOXVILLE 8,908 NASHVILLE
Citizen Tribune	Morristown	TN	Hamblen	19,004 KNOXVILLE
Murfreesboro Post	Murfreesboro	TN	Rutherford	21,000 NASHVILLE
The Oak Ridger	Oak Ridge	TN	Anderson	7,622 KNOXVILLE
The News Leader	Parsons	TN	Decatur	3,535 JACKSON TN
Portland Leader	Portland	TN	Sumner	2,000 NASHVILLE
The Mountain Press	Sevierville	TN	Sevier	9,300 KNOXVILLE
Shelbyville Times Gazette	Shelbyville	TN	Bedford	10,888 NASHVILLE
Smithville Review	Smithville	TN	DeKalb	3,535 NASHVILLE
Manchester Times	Tullahoma	TN	Coffee	9,595 NASHVILLE
Manchester Times	Tullahoma	TN	Coffee	9,595 NASHVILLE
Cannon Courier	Woodbury	TN	Cannon	3,500 NASHVILLE
Abilene Reporter News	Abilene	TX	Taylor	29,000 ABILENE-SWEETWATER
Alvin Sun	Alvin	TX	Brazoria	1,000 HOUSTON
Amarillo Globe-News	Amarillo	TX	Potter	30,000 AMARILLO
Athens Daily Review	Athens	TX	Henderson	5,252 DALLAS-FT. WORTH
Lake Travis View	Austin	TX	Travis	5,050 AUSTIN
Westlake Picayune	Austin	TX	Travis	4,400 AUSTIN
Bastrop Advertiser	Bastrop	TX	Bastrop	6,700 AUSTIN
Lewisville Leader	Bastrop	TX	Denton	10,500 AUSTIN
The Bay City Tribune	Bay City	TX	Matagorda	4,000 HOUSTON
Baytown Sun	Baytown	TX	Harris	7,000 HOUSTON
The Bowie News	Bowie	TX	Montaque	3,500 WICHITA FALLS & LAWTON
Breckenridge American	Breckenridge	TX	Stephens	1,783 ABILENE-SWEETWATER
The Banner - Press	Brenham	TX	Washington	6,434 WACO-TEMPLE-BRYAN
The Brownsville Herald	Brownsville	TX	Cameron	25,061 HARLINGEN-WSLCO-BRNSVL-MCA
Brownwood Bulletin	Brownwood	TX	Brown	5,500 ABILENE-SWEETWATER
Bryan-College Station Eagle	Bryan	TX	Brazos	24,745 WACO-TEMPLE-BRYAN
Alvarado Star	Burelson	TX	Johnson	375 DALLAS-FT. WORTH
Burleson Star	Burelson	TX	Johnson	3,300 DALLAS-FT. WORTH

Crowley Star	Burelson	TX	Tarrant	745 DALLAS-FT. WORTH
Everman Star	Burelson	TX	Tarrant	289 DALLAS-FT. WORTH
Joshua Star	Burelson	TX	Johnson	687 DALLAS-FT. WORTH
Kenne Star	Burelson	TX	Johnson	554 DALLAS-FT. WORTH
Canton Herald	Canton	TX	Van Zandt	4,000 DALLAS-FT. WORTH
Cleburne Times-Review	Cleburne	TX	Johnson	3,000 DALLAS-FT. WORTH
Corpus Christi Caller Times	Corpus Christi	TX	Nueces	49,100 CORPUS CHRISTI
Corsicana Daily Sun	Corsicana	TX	Navarro	7,028 DALLAS-FT. WORTH
El Paso Times	El Paso	TX	El Paso	75,000 EL PASO
Fort Worth Star-Telegram	Fort Worth	TX	Tarrant	142,000 DALLAS-FT. WORTH
Fredericksburg Standard-Radio Post	Fredericksburg	TX	Gillespie	9,600 AUSTIN
Gainesville Daily Register	Gainesville	TX	Cooke	5,740 DALLAS-FT. WORTH
Galveston County Daily News	Galveston	TX	Galveston	24,500 HOUSTON
The Gilmer Mirror	Gilmer	TX	Upshur	4,545 TYLER-LONGVIEW(LFKN&NCGD)
Glen Rose Reporter	Glen Rose	TX	Somervell	2,000 DALLAS-FT. WORTH
Lake County Sun	Graford	TX	Palo Pinto	1,150 DALLAS-FT. WORTH
The Graham Leader	Graham	TX	Young	3,088 WICHITA FALLS & LAWTON
Greenville Herald-Banner	Greenville	TX	Hunt	8,000 DALLAS-FT. WORTH
Henderson Daily News	Henderson	TX	Rusk	6,060 TYLER-LONGVIEW(LFKN&NCGD)
The Huntsville Item	Huntsville	TX	Walker	5,939 HOUSTON
West Kerr Current	Ingram	TX	Kerr	1,500 SAN ANTONIO
Jack County Herald	Jacksboro	TX	Jack	1,266 DALLAS-FT. WORTH
Cedar Park Citizen	Jonestown	TX	Williamson	14,350 AUSTIN
Leander Ledger	Jonestown	TX	Williamson	9,700 AUSTIN
Coppell Gazette	Jonestown	TX	Denton	7,600 AUSTIN
Flower Mound Leader	Jonestown	TX	Denton	6,000 AUSTIN
The Junction Eagle	Junction	TX	Kimble	1,800 SAN ANGELO
The Katy Times	Katy	TX	Harris	6,000 HOUSTON
Kaufman Herald	Kaufman	TX	Kaufman	4,256 DALLAS-FT. WORTH
Kerrville Daily Times	Kerrville	TX	Kerr	9,000 SAN ANTONIO
Longview News Journal	Longview	TX	Gregg	29,795 TYLER-LONGVIEW(LFKN&NCGD)
Lubbock Avalanche-Journal	Lubbock	TX	Lubbock	30,850 LUBBOCK
The Lufkin Daily News	Lufkin	TX	Angelina	14,039 TYLER-LONGVIEW(LFKN&NCGD)
The Monitor	Mabank	TX	Kaufman	4,949 DALLAS-FT. WORTH
Marshall News Messenger	Marshall	TX	Harrison	7,575 SHREVEPORT
The Mexia Daily News	Mexia	TX	Limestone	2,771 WACO-TEMPLE-BRYAN
Midland Reporter-Telegram	Midland	TX	Midland	15,000 ODESSA-MIDLAND
Mineral Wells Index	Mineral Wells	TX	Palo Pinto	3,000 DALLAS-FT. WORTH
The Daily Sentinel	Nochgodoches	TX	Nacogdoches	8,989 TYLER-LONGVIEW(LFKN&NCGD)
The Olney Enterprise	Olney	TX	Young	1,000 WICHITA FALLS & LAWTON
The Orange Leader	Orange	TX	Orange	5,000 BEAUMONT-PORT ARTHUR
Palestine Herald - Press	Palestine	TX	Anderson	7,070 DALLAS-FT. WORTH
Plainview Daily Herald	Plainview	TX	Hale	6,632 LUBBOCK
Port Arthur News	Port Arthur	TX	Jefferson	13,500 BEAUMONT-PORT ARTHUR
The Port Lavaca Wave	Port Lavaca	TX	Calhoun	3,959 HOUSTON
Rockport Pilot	Rockport	TX	Aransas	4,949 CORPUS CHRISTI
The Fort Bend Herald	Rosenburg	TX	Fort Bend	8,413 HOUSTON
Pflugerville Pflag	Round Rock	TX	Travis	8,200 AUSTIN
Round Rock Leader	Round Rock	TX	Williamson	8,500 AUSTIN
Carrollton Leader	Round Rock	TX	Denton	3,100 AUSTIN
Plano Star Courier	Round Rock	TX	Collin	41,000 AUSTIN
San Angelo Standard Times	San Angelo	TX	Tom Green	18,300 SAN ANGELO
San Marcos Daily Record	San Marcos	TX	Hays	3,400 AUSTIN
Seguin Gazette-Enterprise	Seguin	TX	Guadalupe	6,060 SAN ANTONIO
Herald Democrat	Sherman	TX	Grayson	22,765 SHERMAN-ADA
Smithville Times	Smithvilel	TX	Bastrop	4,100 AUSTIN
McKinney Courier Gazette	Smithvilel	TX	Collin	4,000 AUSTIN
Stephenville Empire-Tribune	Stephenville	TX	Erath	4,800 DALLAS-FT. WORTH
Temple Daily Telegram	Temple	TX	Bell	18,500 WACO-TEMPLE-BRYAN
Terrell Tribune	Terrell	TX	Kaufman	2,969 DALLAS-FT. WORTH
Texarkana Gazette	Texarkana	TX	Bowie	34,000 SHREVEPORT
Victoria Advocate	Victoria	TX	Victoria	49,000 VICTORIA
Waco Tribune - Herald	Waco	TX	McLennan	37,370 WACO-TEMPLE-BRYAN
Waxahachie Daily Light	Waxahachie	TX	Ellis	5,000 DALLAS-FT. WORTH
The Weatherford Democrat	Weatherford	TX	Parker	6,000 DALLAS-FT. WORTH
THE VVEATHETION DEHIDERAL	vveatherioru	17	I GINCI	U,UUU DALLAS-FT. WUNTE

Mid Valley Town Crier	Weslaco	TX	Hidalgo	23,230 HARLINGEN-WSLCO-BRNSVL-MCA
Wichita Falls Times Records News	Wichita Falls	TX	Wichita	25,000 WICHITA FALLS & LAWTON
Van Banner	Wills Point	TX	Van Zandt	1,000 DALLAS-FT. WORTH
Davis County Clipper	Bountiful	UT	Davis	10,000 SALT LAKE CITY
The Herald Journal	Logan	UT	Cache	17,170 SALT LAKE CITY
Standard-Examiner	Ogden	UT	Weber	60,000 SALT LAKE CITY
The Daily Herald	Provo	UT	Utah	27,000 SALT LAKE CITY
The Salt Lake Tribune/Deseret News	Salt Lake City	UT	Salt Lake	125,000 SALT LAKE CITY
Tooele Transcript Bulletin	Tooele	UT	Tooele	7,500 SALT LAKE CITY
Bristol Herald Courier	Bristol	VA	Sullivan	30,000 TRI-CITIES TN-VA
The Floyd Press	Floyd	VA	Floyd	5,000 ROANOKE-LYNCHBURG
Smyth County News & Messenger	Marion	VA	Smyth	4,632 TRI-CITIES TN-VA
The Virginian-Pilot	Norfolk	VA	Norfolk	164,000 NORFOLK-PORTSMTH-NEWPT NWS
Hampton Roads Saving Weekly	Norfolk	VA	Norfolk	34,000 NORFOLK-PORTSMTH-NEWPT NWS
Progress-Index	Petersburg	VA	Prince George	15,150 RICHMOND-PETERSBURG
Clinch Valley News	Richlands	VA	Tazewell	2,400 BLUEFIELD-BECKLEY-OAK HILL
Richlands News-Press	Richlands	VA	Tazewell	3,798 BLUEFIELD-BECKLEY-OAK HILL
Richmond Times-Dispatch	Richmond	VA	Richmond City	121,000 RICHMOND-PETERSBURG
Northern Virginia Daily	Strasburg	VA	Shenandoah	14,000 WASHINGTON DC (HAGRSTWN)
The Bland Messenger	Wytheville	VA	Bland	2,500 ROANOKE-LYNCHBURG
Wytheville Enterprise	Wytheville	VA	Wythe	5,415 ROANOKE-LYNCHBURG
Bennington Banner	Bennington	VT	Bennington	7,575 ALBANY-SCHENECTADY-TROY
Brattleboro Reformer	Brattleboro	VT	Windham	10,100 BOSTON (MANCHESTER)
St. Albans Messenger	St. Albans	VT	Franklin	6,060 BURLINGTON-PLATTSBURGH
The Bellingham Herald	Bellingham	WA	Whatcom	19,000 SEATTLE-TACOMA
The Chronicle	Centralia	WA	Lewis	12,800 SEATTLE-TACOMA
Daily Record	Ellensburg	WA	Kittitas	5,741 YAKIMA-PASCO-RCHLND-KNNWCK
The Herald	Everett	WA	Snohomish	54,439 SEATTLE-TACOMA
Columbia Basin Herald	Moses Lake	WA	Grant	9,090 SPOKANE
Skagit Valley Herald	Mount Vernon	WA	Skagit	15,000 SEATTLE-TACOMA
Peninsula Daily News	Port Angeles	WA	Clallam	18,000 SEATTLE-TACOMA
Seattle Times	Seattle	WA	King	218,000 SEATTLE-TACOMA
The Columbian	Vancouver	WA	Clark	32,000 PORTLAND OR
Walla Walla Union Bulletin	Walla Walla	WA	Walla Walla	12,500 YAKIMA-PASCO-RCHLND-KNNWCK
The Wenatchee World	Wenatchee	WA	Chelan	20,500 SEATTLE-TACOMA
Yakima Herald-Republic	Yakima	WA	Yakima	34,200 YAKIMA-PASCO-RCHLND-KNNWCK
Waupaca Buyers Guide	Antigo	WI	Langlade	11,276 WAUSAU-RHINELANDER
The Daily Press	Ashland	WI	Ashland	6,000 DULUTH-SUPERIOR
Baraboo News Republic	Baraboo	WI	Sauk	4,242 MADISON
Daily Citizen	Beaver Dam	WI	Dodge	10,492 MILWAUKEE
Rural Post	Bowler	WI	Shawano	9,000 GREEN BAY-APPLETON
Burlington Standard Press	Burlington	WI	Racine	3,000 MILWAUKEE
Cambridge News	Cambridge	WI	Dane	2,647 MADISON
Ozaukee County News Graphic	Cedarburg	WI	Ozaukee	8,080 MILWAUKEE
Clintonville Tribune Gazette	Clintonville	WI	Waupaca	2,500 GREEN BAY-APPLETON
Clintonville Buyers Guide	Clintonville	WI	Waupaca	14,000 MISSOULA
Herald-Independent	Cottage Grove	WI	Dane	1,981 MADISON
DeForest Times	DeForest	WI	Dane	2,550 MADISON
The Delavan Enterprise	Delavan	WI	Walworth	2,000 MILWAUKEE
The East Troy News	East Troy	WI	Walworth	500 MILWAUKEE
The Leader-Telegram	Eau Claire	WI	Eau Claire	24,707 MADISON
The Elkhorn Independent	Elkhorn	WI	Walworth	1,000 MILWAUKEE
Mukwonago Chief	Hartland	WI	Waukesha	5,126 MILWAUKEE
Reporter Focus	Hartland	WI	Waukesha	9,282 MILWAUKEE
Sawyer County Record	Hayward	WI	Sawyer	6,000 DULUTH-SUPERIOR
Manawa Advocate	Iola	WI	Waupaca	500 GREEN BAY-APPLETON
The Iola Herald	Iola	WI	Waupaca	1,000 GREEN BAY-APPLETON
The Janesville Gazette	Janesville	WI	Rock	22,220 WAUSAU-RHINELANDER
Kenosha News	Kenosha	WI	Kenosha	26,310 MILWAUKEE
La Crosse Tribune	La Crosse	WI	La Crosse	27,000 MILWAUKEE
Lake Geneva Times	Lake Geneva	WI	Walworth	2,000 MILWAUKEE
Lake Mills Leader	Lake Mills	WI	Jefferson	2,907 MILWAUKEE
Lodi Enteprise	Lodi	WI	Columbia	2,540 MADISON
Eagle Herald	Marinette	WI	Marinette	9,000 GREEN BAY-APPLETON
Marshfield Buyers Guide	Marshfield	WI	Clark	21,513 WAUSAU-RHINELANDER

McFarland Thistle	McFarland	WI	Dane	1,785 MADISON
Foto News	Merrill	WI	Lincoln	16,400 WAUSAU-RHINELANDER
Milton Courier	Milton	WI	Rock	3,519 MADISON
The Monroe Times	Monroe	WI	Green	5,050 MADISON
New London Buyers Guide	New London	WI	Waupaca	15,151 GREEN BAY-APPLETON
Berlin/Ripon Ad Pack	Oshkosh	WI	Winneago	12,700 GREEN BAY-APPLETON
Oshkosh Buyers Guide	Oshkosh	WI	Winneago	25,000 GREEN BAY-APPLETON
The Park Falls Herald	Park Falls	WI	Price	2,969 MADISON
Daily Register	Portage	WI	Portage	5,555 MADISON
Poynette Press	Poynette	WI	Dane	1,530 MADISON
The Journal Times	Racine	WI	Racine	26,000 MILWAUKEE
Star Journal	Rhinelander	WI	Oneida	16,000 WAUSAU-RHINELANDER
Spooner Advocate	Spooner	WI	Washburn	3,953 MINNEAPOLIS-ST. PAUL
Stevens Point Buyers Guide	Stevens Point	WI	Portage	21,097 WAUSAU-RHINELANDER
The Star	Sun Prairie	WI	Dane	5,396 MADISON
The Daily Telegram	Superior	WI	Douglas	5,000 MILWAUKEE
Westosha Report	Twin Lakes	Wi	Walworth	500 MILWAUKEE
Westine Report	Union Grove	WI	Racine	500 MILWAUKEE
The Times Walworth	Walworth	WI	Walworth	500 MILWAUKEE
Waterford Post	Waterford	WI	Racine	1,000 MILWAUKEE
The Courier	Waterloo	WI	Jefferson	2,309 MILWAUKEE
Times Publishing Company	Watertown	WI	Jefferson	8,050 MILWAUKEE
Waukesha Freeman	Waukesha	WI	Waulkesha	11,200 MILWAUKEE
Waunakee Tribune	Waunakee	WI	Dane	3,749 MADISON
Waupaca County Post	Waupaca	WI	Waupaca	7,300 GREEN BAY-APPLETON
Marathon Buyers Guide	Wausau	WI	Marathon	33,800 WAUSAU-RHINELANDER
The Waushara Argus	Wautoma	WI	Waushara	5,500 GREEN BAY-APPLETON
West Bend Daily News	West Bend	WI	Washington	9,343 MILWAUKEE
The Chronicle	Weyauwega	WI	Waupaca	2,500 GREEN BAY-APPLETON
Whitewater Register	Whitewater	WI	Walworth	1,000 MILWAUKEE
Wisconsin Rapids Buyers Guide	Wisconsin Rapids	WI	Wood	22,040 GREEN BAY-APPLETON
The Register Herald	Beckley	WV	Raliegh	22,904 BLUEFIELD-BECKLEY-OAK HILL
Mineral Daily News Tribune	Keyser	WV	Mineral	4,242 WASHINGTON DC (HAGRSTWN)
Casper Star-Tribune	Casper	WY	Natrona	24,500 CASPER-RIVERTON
			1	5,061,439

15,061,439

EXHIBIT C

To:

From: Barbara's Bakery Settlement Administrator

Subject: Barbara's Bakery Settlement

If You Bought a Barbara's Bakery Product You Could Get Up to \$100 from a Settlement

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

Records show that you may have previously purchased a Barbara's Bakery product and that you may be eligible for a payment of up to \$100 from a class action Settlement. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong. Please go to www.BarbarasBakerySettlement.com for a list of included products and / or to file a claim.

What Does the Settlement Provide?

A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs, and (4) a special service payment to the Class Representative. Barbara's Bakery has also agreed to change some of its business practices, including modifying its product labels and advertising. Any money remaining in the Settlement Fund after all claims are paid will be donated to charities and non-profit organizations. Additional details are in the Settlement Agreement available on the website.

How Can I Get a Payment? Submit a Claim Form online at www.BarbarasBakerySettlement.com or by mail by **Month 00, 2013**. The payment amount you receive will be based in part on the amount of products you purchased and the total number of claims made.

What Are My Rights? Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement and a request for attorneys' fees and costs up to \$1 million and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

The detailed notice, available at www.BarbarasBakerySettlement.com or by calling 1-800-000-0000, further explains how to exclude yourself or object.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars,

Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

Records show that you may have previously purchased a Barbara's Bakery product and that you may be eligible for a payment of up to \$100 from a class action Settlement. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong. Please go to www.BarbarasBakerySettlement.com for a list of included products and / or to file a claim.

What Does the Settlement Provide? A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs, and (4) a special service payment to the Class

Representative. Barbara's Bakery also has agreed to change some of its business practices, including modifying its product labels and advertising. Any money remaining in the Settlement Fund after all claims are paid will be donated to charities and non-profit organizations. Additional details are in the Settlement Agreement available on the website.

How Can I Get a Payment? Submit a Claim Form online at www.BarbarasBakerySettlement.com or by mail by Month 00, 2013. The payment amount you receive will be based in part on the amount of products you purchased and the total number of claims made.

What Are My Rights? Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on Month 00, 2013 to consider whether to approve the Settlement, a request for

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement, a request for attorneys' fees and costs up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

The detailed notice, available at www.BarbarasBakerySettlement.com or by calling 1-800-000-0000, further explains how to exclude yourself or object.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

CLAIMS ADMINISTRATOR	U	ا	<u>ا</u>
PO BOX 0000		PRESOR ED	
MINNEAPOLIS, MN 00000-0000		RS -CLASS MA L	
MINNEAPOLIS, MIN 00000-0000		US POS AGE	

12-Ca0551112-WFK2766MCBBcuDrocutr60ntFiled 04/260143257236e 128934555521723qel

Important Notice About Barbara's Bakery Product Settlement

NAME ADDRESS

CITY STATE ZIP CODE

Rust Consulting, nc

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If You Bought a Barbara's Bakery Product Any Time From May 23, 2008 to Month 00, 0000

You Could Get Up to \$100 From a Class Action Settlement

Included Products: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

A federal court authorized this notice. This is not a solicitation from a lawyer.

- There is a Settlement in a class action lawsuit that claims Barbara's Bakery violated state laws regarding the marketing and sale of its products (see Question 2). Barbara's Bakery denies it did anything wrong.
- Anyone who bought an eligible Barbara's Bakery product, referred to as the "Eligible Products" and listed below under Question 7, from May 23, 2008 to Month 00, 0000 is included in the Settlement. You may be entitled to a refund of up to \$100.
- The Settlement will provide \$4,000,000 to pay (1) money to eligible Class Members, (2) the costs of
 notice and administration, (3) a special service payment to the Class Representative, and (4) attorneys'
 fees and costs. Barbara's Bakery has also agreed to change some of its business practices.
- Your legal rights are affected whether you act or not.
- Read this notice carefully because it explains decisions you must make and actions you must take now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT			
Do Nothing	NOTHING Get no payment. Give up your rights.		
SUBMIT A CLAIM FORM Submit a Claim Form by Month 00, 0000 to get a payment (see Question)			
EXCLUDE YOURSELF	Exclude yourself by Month 00, 0000 and get no payment from the Settlement. This is the only choice that allows you to ever be part of any other lawsuit against Barbara's Bakery about the claims in this case (<i>see</i> Question 17).		
Овјест	Write to the Court by Month 00, 0000 about why you don't like the Settlement (see Question 22).		
GO TO A HEARING	Ask to speak in Court by Month 00, 0000 about the fairness of the Settlement (see Question 26).		

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, payments will be distributed to those who qualify. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INF	ORMATION3
1.	Why was this notice issued?
2.	What is this lawsuit about?
3.	Why is this a class action?
4.	Why is there a Settlement?
WHO IS P	ART OF THE SETTLEMENT?3
5.	Who is included in the Settlement?
6.	Are there exceptions to being included?
7.	Which products are included?
8.	What if I'm still not sure if I'm included?
THE SETT	LEMENT BENEFITS – WHAT YOU CAN GET6
9.	What does the Settlement provide?
10.	What can I get from the Settlement?
11.	What happens if there are any funds remaining?
12.	What am I giving up if I stay in the Class?
13.	When will I get my payment, if any?
HOW TO F	RECEIVE A PAYMENT7
14.	
15.	1
16.	What if I do nothing?
EXCLUDIN	IG YOURSELF FROM THE SETTLEMENT8
17.	How can I get out of the Settlement?
18.	
19.	If I don't exclude myself, can I sue Barbara's Bakery for the same thing later?
THE LAW	YERS REPRESENTING THE CLASS9
20.	•
21.	How will the lawyers be paid?
OBJECTIN	IG TO THE SETTLEMENT9
22.	How can I tell the Court if I do not like the Settlement?
23.	What is the difference between objecting and asking to be excluded?
THE COU	RT'S FAIRNESS HEARING10
24.	11
25.	C
26.	May I speak at the fairness hearing?
GETTING	MORE INFORMATION11
27.	How can I get more information?

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about a proposed Settlement, and about your rights and options, before the Court decides whether to approve the Settlement. You will be informed of the progress of this Settlement and may receive a payment if you are a Class Member and submit a completed and timely Claim Form. This notice explains the lawsuit, the Settlement, and your legal rights. Judge Charles R. Breyer of the United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664-CRB. The person who sued is called the "Plaintiff." Barbara's Bakery is the "Defendant."

2. What is this lawsuit about?

The lawsuit claims that Barbara's Bakery violated certain state laws and consumer protection statutes regarding the marketing and sale of certain products. For example, Plaintiff claims that Barbara's Bakery misrepresented the nature of certain products to consumers by labeling them as "All Natural." Plaintiff claims that these products contain ingredients that are not "All Natural." Barbara's Bakery denies any and all claims of wrongdoing and does not admit any fault, wrongdoing or liability.

Information about the Settlement is summarized in this notice. More detail is provided in the Settlement Agreement, available at www.BarbarasBakerySettlement.com.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case, Plaintiff, Richard Trammell), sue on behalf of themselves and other people who have similar claims. Together, all of these people are "Class Members." One Court resolves the issues for all Class Members in a Class Action, except for those who exclude themselves from the Class (see Question 17).

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Barbara's Bakery. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Barbara's Bakery did anything wrong. The parties believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefit to the Class.

Who Is Part of the Settlement?

5. Who is included in the Settlement?

The Class includes all persons or entities that bought the Eligible Products (listed below under Question 7) from Barbara's Bakery U.S. Retailers, Barbara's Bakery, www.barbarasbakery.com, or other third-party retailers from May 23, 2008 through **Month 00, 0000**.

6. Are there exceptions to being included?

The Settlement does not include:

- Barbara Bakery's board members or executive-level officers, including its attorneys;
- Persons or entities who purchased the Eligible Products primarily for purposes of resale;
- Any claims for personal injury relating to the use of the Eligible Products;
- Distributors or re-sellers of the Eligible Products;
- The judge and magistrate judge and their immediate families presiding over the class action and the Court staff;
- Governmental entities;
- Any person who excludes him or herself from the Class (see Question 17); and
- Anyone who purchased the Eligible Products via the Internet or other remote means while not residing in the United States.

7. Which products are included?

The following Barbara's Bakery products are the Eligible Products:

CEREALS:

- BROWN RICE CRISPS (Fruit Juice Sweetened flavor);
- CORN FLAKES (Fruit Juice Sweetened flavor);
- HIGH FIBER (Cranberry, Flax & Granola, and Original flavors);
- HOLE 'N OATS (Fruit Juice Sweetened or Honey Nut flavors);
- HONEST O'S (Honey Nut, Multigrain, or Original flavors);
- ORGANIC APPLE CINNAMON O'S;
- ORGANIC BREAKFAST O'S;
- ORGANIC BROWN RICE;
- ORGANIC BROWN RICE CRISPS:
- ORGANIC CORN FLAKES:
- ORGANIC CRISPY WHEATS;
- ORGANIC HONEY CRUNCH 'N OATS;
- ORGANIC HONEY NUT O's;
- ORGANIC SNACKIMALS CEREAL (Cinnamon Crunch or Vanilla Blast flavors);
- ORGANIC WILD PUFFS (Caramel, Cocoa, Cocoa Grahams, Fruity Punch, Honey Puffs, or Original flavors);
- PUFFINS (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice, Multigrain, Peanut Butter, Peanut Butter & Chocolate, or Original flavors);
- PUFFIN PUFFS (Crunchy Cocoa or Fruit Medley flavors);
- SHREDDED OATS (Cinnamon Crunch, Blueberry Burst, Multigrain, Original, Shredded Wheat, or Vanilla Almond flavors);
- SHREDDED WHEAT;
- SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);
- SHREDDED MINIS (Blueberry Burst flavor);
- TOASTED OATMEAL FLAKES (Original flavor); and
- ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High Fiber, or Pomegranate flavors).

CEREAL BARS:

- MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry, Cherry, Original, Raspberry, Strawberry, or Triple Berry flavors);
- FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple, Cherry Apple, Strawberry Apple, or Traditional flavors); and
- PUFFINS CEREAL AND MILK BARS
 (Blueberry Yogurt, French Toast, Peanut
 Butter Chocolate Chip, or Strawberry
 Yogurt flavors).

CHEESE PUFFS:

- BAKED CHEESE PUFFS (Original or White Cheddar flavors); and
- CHEESE PUFFS (Jalapeno or Original flavors).

FIG BARS:

 FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional, Wheat Free or Whole Wheat flavors).

GRANOLA BARS:

 CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat & Honey, Peanut Butter, or Toasted Almond flavors).

SNACKIMALS ANIMAL COOKIES:

 SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double Chocolate, Peanut Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).

ORGANIC MINI COOKIES:

• ORGANIC MINI COOKIES (Chocolate, Ginger, or Oatmeal flavors).

SNACK MIXES:

- BRUSCHETTA SNACK MIX:
- HONEY CINNAMON SNACK MIX:
- HONEY MUSTARD SNACK MIX: and
- SALSA SNACK MIX.

CRACKERS:

- CRISP COOKIES (Chocolate Chip, Double Dutch Chocolate Chip, Old Fashioned Oatmeal, or Traditional Short Bread flavors);
- Go Go GRAHAMS (Chocolate, Cinnamon, Honey, or Lemon Ginger flavors);
- PIZZA AND CHEESE BITES;
- RITE LITE ROUNDS (Original, Poppy Seed, or Tamari Sesame flavors); and
- WHEATINES (Cracked Pepper, Original, or Sesame flavors).

8. What if I'm still not sure if I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, www.BarbarasBakerySettlement.com, or call the toll free number, 1-800-000-0000. You may also send questions to the Settlement Administrator at Barbara's Bakery Settlement, P.O. Box 0000, City, ST 00000.

THE SETTLEMENT BENEFITS - WHAT YOU CAN GET

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Class Members. Barbara's Bakery will pay \$4,000,000 to a Settlement Fund to make payments to Class Members who file valid claims (*see* Question 14), as well as to pay for costs associated with the notice and administration of the Settlement, attorneys' fees and costs (*see* Question 21), and a special service payment to the Class Representative (*see* Question 21). The costs of notice and administration are estimated to be \$790,000.

In addition, Barbara's Bakery has agreed to change their labeling and advertising of the Eligible Products so as not to make certain claims. For example, Barbara's Bakery will not say that the Eligible Products are "All Natural," have "no artificial additives," have "no artificial flavors," and have "no artificial preservatives." The Settlement Agreement, available at www. BarbarasBakerySettlement.com, has more information.

10. What can I get from the Settlement?

You can get up to \$100 if you submit a valid Claim Form. The amount of your payment will depend on the total amount of money you spent on the Eligible Products at any time from May 23, 2008 until **Month 00, 0000** as follows:

IF YOU SPENT:	YOU COULD RECEIVE A MAXIMUM OF:
More than \$100.00	\$100.00
\$75.01 to \$100.00	\$75.00
\$50.01 to \$75.00	\$50.00
\$25.01 to \$50.00	\$25.00
\$10.01 to \$25.00	\$10.00
\$10.00 or less	\$5.00

Payment amounts may be adjusted to ensure that all eligible Class Members receive a payment, as follows: If the total value of all approved claims is <u>greater</u> than the amount of money available to pay claims (after costs and fees have been deducted), eligible Class Members' payments will be reduced proportionally.

The actual amount available for each eligible Class Member will not be determined until after **Month 00**, **0000** and all Claims Forms have been received, and may not be determined until after the Settlement is final.

11. What happens if there are any funds remaining?

If there are any funds remaining after all claims are processed, those funds will be distributed to the following non-profit organizations: Consumers Union (www.consumersunion.org) and Action for Healthy Kids (www.actionforhealthykids.org). No remaining funds will be returned to Barbara's Bakery.

12. What am I giving up if I stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue Barbara's Bakery or be part of any other lawsuit against Barbara's Bakery about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at www. BarbarasBakerySettlement.com and describes the claims that you give up if you remain in the Settlement.

13. When will I get my payment, if any?

Class Members who submit valid claims will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A PAYMENT

14. How can I get a payment?

To get a payment under the Settlement, you must send in a Claim Form. You may access a Claim Form and other relevant documents at www.BarbarasBakerySettlement.com. A Claim Form also is attached to this Notice. Please read the instructions carefully, and fill out the form completely and accurately. Claim Forms can be submitted two ways: electronically or by mail. Your Claim Form must be submitted electronically no later than **Month 00, 0000** or by mail postmarked no later than **Month 00, 0000** and addressed to:

Barbara's Bakery Settlement P.O. Box 0000 City, ST 00000

15. What is the claim process?

The Settlement Administrator will review each Claim Form. Proofs of purchase are not initially required. However, in some cases you may be asked to verify your purchase(s) of any of the Eligible Products, by providing receipt(s) or other documentation. If you do not respond to these requests, it may result in the denial of your claim. You will have 35 days from the date of the Settlement Administrator's request to provide your documentation.

16. What if I do nothing?

If you are a Class Member and you do nothing, you will <u>not</u> get any payment from the Settlement and you will be bound by the Court's decisions, including the Settlement's release and waiver of claims you may have against Barbara's Bakery that related to the claims made in the lawsuit. To receive a payment, you must complete and submit a Claim Form (*see* Question 14).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Barbara's Bakery on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself – or it is sometimes referred to as "opting out" of the Class.

17. How can I get out of the Settlement?

To exclude yourself from the Class, you must mail a letter or written request to the Settlement Administrator. Your request must include:

- 1. Your name, address, and telephone number;
- 2. A statement that you wish to be excluded from the Class in *Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664; and
- 3. Your signature (you must personally sign the letter).

Please write "exclusion request" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than Month 00, 0000. Send your request to:

Barbara's Bakery Settlement P.O. Box 0000 City, ST 00000

18. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement. If you request exclusion from the Class, then for each of the excluded Eligible Products:

- You will not be eligible for payment under the proposed Settlement;
- You will not be allowed to object to the terms of the proposed Settlement, and
- You will <u>not</u> be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

19. If I don't exclude myself, can I sue Barbara's Bakery for the same thing later?

No. If the Court approves the proposed Settlement and you do not exclude yourself from the Class, you give up (or "release") all claims that have been or could have been made in this lawsuit relating to the Eligible Products.

As part of this Settlement, the Court has preliminary stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating in, or continuing litigation against Barbara's Bakery (or against any of its related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

Upon final approval of the Settlement, Plaintiffs and Barbara's Bakery will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Class Members will be bound by this order.

THE LAWYERS REPRESENTING THE CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firm of Ahdoot & Wolfson, P.C. to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." You will not be charged for the services of these lawyers.

You may contact Class Counsel as follows:

Robert Ahdoot / Tina Wolfson Ahdoot & Wolfson, PC 2355 Westwood Boulevard, #337 Los Angeles, CA 90064-2109 classactioncounsel@gmail.com Telephone: 888-333-8996

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

21. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will request attorneys' fees and expenses of up to \$1,000,000 to be paid out of the \$4,000,000 Settlement Fund. The attorneys' motion(s) for fees, costs, and expenses and Class Representative payment will be filed on or before **Month 00, 0000**. The motion(s) will be posted on the website at www.BarbarasBakerySettlement.com.

Class Counsel will also ask the Court for a special service payment of up to \$2,500 for the Class Representative, Richard W. Trammell, for his work on behalf of the Class. Any special service payment will also be paid out of the \$4,000,000 Settlement Fund.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

22. How can I tell the Court if I do not like the Settlement?

If you choose to remain a Class Member, you have a right to object to any part of the proposed Settlement. The Court will consider your views.

To object, you must send a letter stating that you object to *Richard W. Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664. Your written objection must also include:

- 1. Your name, address, and telephone number;
- 2. A written statement of your objection(s), including any legal support and/or any supporting evidence you wish to introduce;
- 3. A statement of whether you intend to appear and speak at the Fairness Hearing; and
- 4. Your signature.

QUESTIONS? VISIT <u>www.BarbarasBakerySettlement.com</u> or Call, Toll-Free, 1-000-000-0000

If you choose to object, in order to be considered by the Court, your written objections must be filed with the Court by **Month 00, 0000** and mailed to <u>each</u> of the following three addresses, postmarked by **Month 00, 0000**:

Court	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court	Robert Ahdoot	Clement L. Glynn
United States District Court	Tina Wolfson	Glynn & Finley LLP
Northern District of California	Ahdoot & Wolfson, P.C.	100 Pringle Avenue
Phillip Burton Federal Building	2355 Westwood Boulevard, #337	Suite 500
& United States Courthouse	Los Angeles, CA 90064-2109	Walnut Creek, CA 94596
450 Golden Gate Avenue		
San Francisco, CA 94102		

23. What is the difference between objecting and asking to be excluded?

Objecting is simply a way of telling the Court that you don't like something about the Settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the Settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally approve the Settlement. You may attend and ask to speak, but you don't have to.

24. When and where will the Court decide whether to approve the Settlement?

On **Month 00, 0000** at **00:00 x.m.** the Court will hold a Fairness Hearing at the United States District Court for the Northern District of California, before the Honorable Charles R. Breyer, Senior District Judge, in Courtroom 6, Phillip Burton Federal Building & United States Courthouse, 17th Floor, 450 Golden Gate Avenue, San Francisco, California 94102.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.BarbarasBakerySettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to award attorneys' fees and costs, as well as a special payment to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

QUESTIONS? VISIT <u>www.BarbarasBakerySettlement.com</u> or Call, Toll-Free, 1-000-000-0000

26. May I speak at the fairness hearing?

Yes, you may ask the Court for permission to speak at the hearing. To do so, you must file a document called a "Notice of Intention to Appear." If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must mail a Notice of Intention to Appear at the Fairness Hearing to the addresses listed above in Question 22. Your Notice of Intention to Appear at the Fairness Hearing must be filed and received by the Court, Barbara's Bakery's Counsel, and Class Counsel no later than **Month 00, 0000**.

GETTING ADDITIONAL INFORMATION

27. How can I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.BarbarasBakerySettlement.com. You also may write with questions to the Settlement Administrator at Barbara's Bakery Settlement, P.O. Box 0000, City, ST 00000 or call the toll-free number, 1-800-000-0000.

PLEASE DO NOT CALL THE COURT

Dated: **Month 00, 0000** Clerk of the Court for the United States
District Court for the Northern District of California

EXHIBIT E

「ARGMCRBcurrentricentFiled 0年/1260年257年後年) If You Bought a Barbara's Bakery Product

You Could Get Up to \$100 From a Settlement

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

There is a class action Settlement involving Barbara's Bakery Products. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong.

wrong. Who is included in the Settlement?

Anyone who bought an eligible Barbara's Bakery product from May 23, 2008 to Month 00, 0000 is included in the Settlement. A full list of products is available at the website located at www.BarbarasBakerySettlement.com or by

What does the Settlement provide?

calling 1-800-000-0000.

A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs and (4) a special service payment to the Class Representative. Barbara's Bakery has also agreed to change some of its business practices including modifying its product lables and advertising. Any money remaining in the Settlement Fund afer all claims are paid will be donated to charities

and non-profit organizations. Additional details are in the

How can I get a payment?

Settlement Agreement available on the website.

Submit a Claim Form online or by mail by **Month 00**, **2013**. The payment amount you receive will be based in

part on the amount of products you purchased and the total number of claims made.

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement, a request for attorneys' fees up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

EXHIBIT 2



Shannon R. Wheatman, Ph.D.

Senior Vice President Kinsella Media, LLC 2120 L Street NW, Suite 860 Washington, DC 20037 2010 – Present

Dr. Wheatman specializes in designing, developing, analyzing, and implementing large-scale legal notification plans. She is a court-recognized expert who provides testimony on the best notice practicable. Dr. Wheatman began her class action career in 2000 at the Federal Judicial Center where she was instrumental in the development of model notices to satisfy the plain language amendment to Rule 23. Her plain language expertise was advanced by her education, including her doctoral dissertation on plain language drafting of class action notice and her master's thesis on comprehension of jury instructions. Dr. Wheatman has been involved in over 200 class actions. Her selected case experience includes:

Antitrust

Blessing v. Sirius XM Radio Inc., No 09-CV-10035 HB (S.D.N.Y.).

Brookshire Bros. v. Chiquita, No. 05-CIV-21962 (S.D. Fla.).

In re: Dynamic Random Memory (DRAM) Antitrust Litig., MDL No. 1486 (N.D. Cal.).

In re Flonase Antitrust Litigation, No. 08-CV-3301 (E.D. Pa.).

In re: Metoprolol Succinate End-Payor Antitrust Litig., No. 06-cv-71 (D. De.).

In re: Online DVD Rental Antitrust Litig., MDL No. 2029 (N.D. Cal.).

In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.).

Allen v. Dairy Farmers of America, Inc., No. 5:09-CV-00230-CR (D. Vt.).

Sweetwater Valley Farm, Inc. v. Dean Foods, No. 2:07-CV-208 (E.D. Tenn.).

Consumer and Product Liability

Beringer v. Certegy Check Servs., Inc., No. 8:07-cv-1434-T-23TGW (M.D. Fla.) (data breach).

CSS Inc. v. FiberNet, L.L.C., No. 07-C-401 (Cir. Ct. W. Va.) (telecommunications).

Donovan v. Philip Morris USA, Inc., No. 06-12234 NG (D. Mass.) (medical monitoring).

FIA Card Services, N.A. v. Camastro, No. 09-C-233 (Cir. Ct. W. Va.) (credit card arbitration).

2120 L STREET NW, SUITE 860 WASHINGTON, DC 20037 T 202.686.4111 F 202.293.6961 KINSELLAMEDIA.COM

Glazer v. Whirlpool Corp., No. 1:08-WP-65001 (N.D. Ohio) (defective product).

Grays Harbor v. Carrier Corp., No. 05-CIV-21962 (W.D. Wash.) (defective product).

In Re: Checking Account Overdraft Litig., MDL No. 2036 (S.D. Fla.) (JP Morgan, U.S. Bank, BOA settlements; overdraft fees).

In Re: Enfamil LIPIL Mktg. & Sales Practs. Litig., No. 11-MD-02222 (S.D. Fla.) (false advertising).

In re: M3Power Razor System Marketing & Sales Practs. Litig., MDL 1704 (D. Mass.) (false advertising).

In re Netflix Privacy Litig., No. 5:11-cv-00379 (N.D. Cal.) (privacy).

In re: Pharmaceutical Industry Average Wholesale Price Litig., MDL No. 1456 (D. Mass.) (pharmaceutical).

In re: SCBA Liquidation, Inc., f/k/a Second Chance Body Armor, Inc., No. 04-12515 (Bankr. W.D. Mich.) (defective product).

In re: Toyota Motor Corp. Unintended Acceleration Mktg, Sales Practs, & Prods Litig., No. 8:10ML2151 (C.D. Cal.) (unintended acceleration).

In Re: Wachovia Corp. "Pick-a-Payment" Mortgage Mktg & Sales Practs. Litig., No. M:09-CV-2015 (N.D. Cal.) (negative amortization).

Keilholtz v. Lennox Hearth Prods., No. 08-CV-00836 (N.D. Cal.) (defective product).

Kramer v. B2Mobile, LLC, No. 10-cv-02722 (N.D. Cal.) (text messaging).

Lee v. Carter Reed Co., L.L.C., No. UNN-L-39690-04 (N.J. Super. Ct.) (false advertising).

Palace v. Daimler Chrysler, No. 01-CH-13168 (Cir. Ct. Ill.) (defective product).

Rowe v. UniCare Life & Health Ins. Co., No. 09-cv-02286 (N.D. Ill.) (data breach).

Spillman v. Domino's Pizza, No. 10-349 (M.D. La.) (robo-call).

Wolph v. Acer, No. 09-cv-01314 (N.D. Cal.) (false advertising).

Environmental/Property

Allen v. Monsanto Co., No. 041465 and Carter v. Monsanto Co., No. 00-C-300 (Cir. Ct. W. Va.) (dioxin release).

Angel v. U.S. Tire Recovery, No. 06-C-855 (Cir. Ct. W.Va.) (tire fire).

Ed Broome Inc. v. XTO Energy, Inc., No. 1:09-CV-147 (N.D. W. Va.) (oil & gas rights).

Cather v. Seneca-Upshur Petroleum Inc., No. 1:09-cv-00139 (N.D. W. Va.) (oil & gas rights).



In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, MDL No. 2179 (E.D. La.) (BP oil spill).

In Re Katrina Canal Breaches Litig., No. 05-4182 (E.D. La.) (Hurricanes Katrina and Rita).

Jones v. Dominion Transmission Inc., No. 2.06-cv-00671 (S.D. W. Va.) (oil & gas rights).

Thomas v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish) (vinyl chloride water contamination).

Government

Countrywide Mortgage Settlement, Department of Justice.

Iovate Settlement, Federal Trade Commission.

Cobell v. Salazar, No. 1:96cv01285 (D. D.C.), Depts. of Interior and Treasury.

National Mortgage Settlement, Attorneys General.

Walgreens Settlement, Federal Trade Commission.

Insurance

Beasley v. Hartford Ins. Co. of the Midwest, No. CV-2005-58-1 (Cir. Ct. Ark.) (homeowners insurance).

Bond v. Am. Family Ins. Co., No. CV06-01249 (D. Ariz) (property insurance).

Burgess v. Farmers Ins. Co., No. 2001-292 (Dist. Ct. Okla.) (homeowners insurance).

Campbell v. First Am. Title Ins. Co., No. 2:08-cv-311-GZS (D. Me.) (title insurance).

DesPortes v. ERJ Ins. Co., No. SU2004CV-3564 (Ga. Super. Ct.) (credit premium insurance).

Fogel v. Farmers Group, Inc., No. BC300142 (Super. Ct. Cal.)(management exchange fees).

Guidry v. Am. Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct.) (cancer insurance).

Gunderson v. F.A. Richard & Associates, Inc., No. 2004-2417-D. (14th Jud. D. Ct. La.) (PPO).

Johnson v. Progressive Casualty Ins., Co., No. CV-2003-513 (Cir. Ct. Ark.) (automobile insurance).

McFadden v. Progressive Preferred, No. 09CV002886 (Ct. C.P. Ohio) (UM/UIM).

Orrill v. Louisiana Citizens Fair Plan, No. 05-11720 (Civ. Dist. Ct., Orleans Parish) (Hurricane

Katrina property insurance).

Purdy v. MGA Ins. Co., No. D412-CV-2012-298 (4th Jud. Ct. N. Mex.) (UM/UIM).

Press v. Louisiana Citizens Fair Plan Prop. Ins. Co., No. 06-5530 (Civ. Dist. Ct., Orleans Parish) (Hurricane Katrina property insurance).

Shaffer v. Continental Casualty Co., No. 06-2235 (C.D. Cal.) (long term care insurance).

Sherrill v. Progressive Northwestern Ins. Co., No. DV-03-220 (18th D. Ct. Mont.) (automotive



premiums).

Soto v. Progressive Mountain Ins. Co., No. 2002CV47 (Dist. Ct. Mont.) (personal injury insurance).

Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark) (bodily injury claims).

Securities

In re Municipal Derivatives Antitrust Litig., MDL No. 1950 (S.D.N.Y.).

In re Mutual Funds Investment Litig., MDL No. 1586 (Allianz Sub-Track, D. Md.).

Canada

Donnelly v. United Technologies Corp., No. 06-CV-320045 CP (Ont. S.C.J.) (defective product).

Wener v. United Technologies Corp., 2008 QCCS 6605 (Québec) (defective product).

Dolmage v. Ontario, No. CV-09-376927CP00 (Ont. S.C.J.) (personal injury).

Hall v. Gillette Canada Co., No. 47521CP (Ont. S.C.J.) (false advertising).

Articles and Presentations

Shannon R. Wheatman, Speaker, *Class Action Developments and Settlements*, 18th Annual Consumer Financial Services Institute, New York, New York (Apr. 2013).

Shannon R. Wheatman, *Ensuring Procedural Fairness Through Effective Notice, in* National Conference on Class Actions: Recent Developments in Québec, in Canada and in the United States 83-99 (Yvon Blais ed., 2013).

Shannon R. Wheatman, Speaker, *Recent Trends in Class Actions in the United States*, National Conference on Class Actions: Recent Developments in Québec, in Canada and in the United States, Montreal, Canada (Mar. 2013).

Joshua P. Davis & Shannon R. Wheatman, Speaker, *Report on Model Jury Instructions in Civil Antitrust Cases, Presentation*, American Antitrust Institute's 6th Annual Private Antitrust Enforcement Conference, Washington, DC (Dec. 2012).

Shannon R. Wheatman & Katherine M. Kinsella, *International Class Action Notice*, *in* WORLD CLASS ACTION: A GUIDE TO GROUP AND REPRESENTATIVE ACTIONS AROUND THE GLOBE 673-686 (Paul Karlsgodt ed., 2012).



Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, *in* PRIVATE ENFORCEMENT OF ANTITRUST LAW IN THE UNITED STATES: A HANDBOOK 338–348 (Albert A. Foer & Randy M. Stutz eds., 2012).

Shannon R. Wheatman, Webinar Speaker, Class Action Notice Requirements: Challenges for Plaintiffs and Defendants, Strafford Publications (July 2012).

Shannon R. Wheatman, Webinar Speaker, *How to Craft Plain Language Privacy Notices*, Int'l Assoc. of Privacy Professionals (Oct. 2011).

Shannon R. Wheatman, Speaker, *Improving Take-Up Rates in Class Actions*, The Canadian Institute's 12th Annual National Forum on Class Actions, Ontario, Canada (Sept. 2011).

Shannon R. Wheatman & Terri R. LeClercq, *Majority of Publication Class Action Notices Fail to Satisfy Rule 23 Requirements*, 30 REV. LITIG. 53 (2011).

Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, in The International Private Enforcement of Competition Law 264–274 (Albert A. Foer & Jonathan W. Cuneo eds., 2010).

Shannon R. Wheatman, Speaker, *Majority of Publication Class Action Notices Fail to Satisfy Plain Language Requirements*, Clarity International Conference, Lisbon, Portugal (Oct. 2010).

Shannon R. Wheatman, Webinar Speaker, *Class Action Notification With Electronic Media: Emerging Legal Issues*, Stratford Publications (Sept. 2010).

Shannon R. Wheatman & Thomas E. Willging, *Does Attorney Choice of Forum in Class Action Litigation Really Make a Difference?* 17 CLASS ACTIONS & DERIVATIVES SUITS 1 (2007).

Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006).

Thomas E. Willging & Shannon R. Wheatman, Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make? NOTRE DAME L. REV., 81 (2), 101, 161 (2006).

Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, Do you really want me to know my rights? The ethics behind due process in class action notice is more than just plain language: A desire to actually inform. GEO. J. LEGAL ETHICS, 18 (4), 1359-1382 (2005).



Thomas E. Willging & Shannon R. Wheatman, An Empirical Examination of Attorneys' Choice of Forum in Class Action Litigation. FEDERAL JUDICIAL CENTER (2005).

Elizabeth C. Wiggins & Shannon R. Wheatman, *So what's a concerned psychologist to do? Translating the research on interrogations, confessions, and entrapment into policy, in* INTERROGATIONS, CONFESSIONS AND ENTRAPMENT 265–280 (G. Daniel Lassiter ed., 2004).

Thomas E. Willging & Shannon R. Wheatman, Attorneys' Experiences and Perceptions of Class Action Litigation in Federal and State Courts. A Report to the Advisory Committee on Civil Rules Regarding a Case Based Survey. FEDERAL JUDICIAL CENTER (2003).

Shannon R. Wheatman, Survey of Bankruptcy Judges on Effectiveness of Case-Weights. FEDERAL JUDICIAL CENTER (2003).

Elizabeth C. Wiggins & Shannon R. Wheatman, *Judicial Evaluation of Bankruptcy Judges*. FEDERAL JUDICIAL CENTER (2003).

Robert Niemic, Thomas Willging, & Shannon Wheatman, *Effects of Amchem/Ortiz on Filing of Federal Class Actions: Report to the Advisory Committee on Civil Rules*. FEDERAL JUDICIAL CENTER (2002).

Shannon Wheatman, Robert Niemic & Thomas Willging, *Report to the Advisory Committee on Civil Rules: Class Action Notices.* FEDERAL JUDICIAL CENTER (2002).

Elizabeth C. Wiggins & Shannon R. Wheatman, *Implementation of Selected Amendments to Federal Rule of Civil Procedure 26 by United States Bankruptcy Courts.* FEDERAL JUDICIAL CENTER (2001).

Shannon R. Wheatman & David R. Shaffer, On finding for defendants who plead insanity: The crucial impact of dispositional instructions and opportunity to deliberate. LAW & HUM. BEH., 25(2), 165, 181(2001).

Shannon R. Wheatman, Distance Learning in the Courts. FEDERAL JUDICIAL CENTER (2000).

David R. Shaffer & Shannon R. Wheatman, *Does personality influence the effectiveness of judicial instructions?* PSYCHOL. PUB. POL'Y & L., 6, 655, 676 (2000).

Court Testimony

Spillman v. Domino's Pizza, No. 10-349 (M.D. La.)



PRC Holdings LLC v. East Resources, Inc., No. 06-C-81 (Cir. Ct. W. Va.).

Guidry v. American Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish).

Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark).

Beasley v. The Reliable Life Insurance Co., No. CV-2005-58-1 (Cir. Ct. Ark).

Depositions

Thomas v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).

Judicial Comments

PRC Holdings, LLC v. East Resources, Inc., No. 06-C-81(E) (W.Va. Cir. Ct., Roane County).

"Notice was uniquely effective in this action because East's records of their leases allowed the Claims Administrator to provide individual notice by mail to most Class Members." - Hon. Thomas C. Evans, III (2012).

Kramer v. B2Mobile, LLC, No. 10-cv-02722 (N.D. Cal.).

"The Court approved Notice Plan to the Settlement Classes . . . was the best notice practicable under the circumstances, including comprehensive nationwide newspaper and magazine publication, website publication, and extensive online advertising. The Notice Plan has been successfully implemented and satisfies the requirements of Federal Rule of Civil Procedure 23 and Due Process." - Hon. Claudia A. Wilken (2012).

Cather v. Seneca-Upshur Petroleum, Inc., No. 1:09-CV-00139 (N.D. W. Va.).

"The Court finds that Class Members have been accorded the best notice as is practical under the circumstances, and have had the opportunity to receive and/or access information relating to this Settlement by reading the comprehensive written notice mailed to them . . . or by reading the published Notice in the local newspapers . . . The Court further finds that the Notice provided to the members of the Settlement Class had been effective and has afforded such class members a reasonable opportunity to be heard at the Final Fairness Hearing and to opt-out of the subject settlement should anyone so desire." – Hon. Irene M. Keeley (2012).

In re: Checking Account Overdraft Fee Litigation, No. 1:09-md-2036-JLK (S.D. Fla.) (JP Morgan Settlement)

"The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Chase was widely publicized, and any



Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so." - Hon. James Lawrence King (2012).

In re Netflix Privacy Litigation, No. 5:11-cv-00379 (N.D. Cal.)

"The Notice Plan and the intent of the forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B through E to the Wheatman Declaration are approved pursuant to subsections (c)(2)(B) and (ed) of Federal Rule of Civil Procedure 23. - Hon. Edward J. Davila (2012)

Purdy v. MGA Ins. Co., No. D412-CV-2012-298 (N.M. 4th Jud. Dist. Ct.)

"Notice of the Settlement Class was constitutionally adequate, both in terms of it substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process . . . [T]he Notice also contained a clear and concise Claim Form, and a described a clear deadline and procedure for filing of Claims. Notice was directly mailed to all Class Members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable." - Hon. Eugenio Mathis (2012).

Blessing v. Sirius XM Radio Inc., No 09-CV-10035 HB (S.D.N.Y.).

"The Court finds that the distribution of the Notice and the publication of the Publication Notice . . . constituted the best notice reasonably practicable under the circumstances . . . was reasonably calculated ... constituted due, adequate, and sufficient notice to all Class members who could be identified with reasonable efforts; and . . . satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, R 23.1 of the Local Civil Rules of the United States District Court for the Southern District of New York, and all other applicable law and rules." - Honorable Harold Baer, Jr. (2011).

Fogel v. Farmers Group, Inc., No. BC300142 (Super. Ct. Cal.).

"The Court further finds and confirms that the Individual Notice (including the Proof of Claim), the Summary Notice, the reminder postcard, and the notice methodology: (a) constituted the best practicable notice . . . ; (b) constituted noticed that was reasonably calculated under the circumstances to apprise potential Class Members . . .; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice, and (d) met all applicable requirements of California law " - Hon. Laura Evans (2011).

In Re: Enfamil LIPIL Mktg. & Sales Practs. Litig., No. 11-MD-02222 (S.D. Fla.)

"The Court finds that the Class Notice provided to Class Members, in the form and manner of distribution described above, constitutes the best notice practicable under the circumstances, and fully



satisfies the requirements of Federal Rules of Civil Procedure, Rule 23, the requirements of due process, and any other applicable law. The declarations filed with the Court demonstrate that the Parties have fully complied with the Court's Preliminary Approval Order (as amended by Order dated April 1, 201 1) and that the best notice practicable under the circumstances was in fact given to Class Members." - Hon. James I. Cohn (2011).

Keilholtz v. Lennox Hearth Prods., No. 08-CV-00836 (N.D. Cal.)

"Notice has been provided to the Settlement Class of the pendency of the Actions, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that said notice and the related Notice Plan provided for the best notice practicable under the circumstances to all Persons entitled to such notice and fully satisfied the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure and the requirements of due process." - Hon. Claudia Wilken (2011).

Rowe v. UniCare Life and Health Insurance Company, No. 09-CV-02286 (N.D.Ill.)

"The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process." – Hon. William J. Hibbler (2011).

Thomas v. A. Wilbert & Sons, LLC, 55,127 (La. 18th Jud. Dist. Ct., Iberville Parish).

"[N]otices complied with all requirements of the federal and state constitutions, including the due process clauses, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Thomas Subclass." – Hon. Jerome M. Winsberg (2011).

In re: M3Power Razor System Marketing & Sales Pract. Litig., MDL 1704 (D. Mass).

"The form, content, and method of dissemination of the notice given to the Settlement Class was adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process." - Hon. Douglas P. Woodlock (2011).

Soto v. Progressive Mountain Ins. Co., No. 2002CV47 (Dist. Ct. Colo.).

"Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy



due process . . . Finally, the Notice also contained a clear and concise Claim Form, and described a clear deadline and procedure for filing of claims. . . . Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable." - Hon. J. Steven Patrick (2010).

Press v. Louisiana Citizens Fair Plan Prop. Ins. Co., No. 06-5530 (Civ. Dist. Ct., Orleans Parish).

"This notice methodology . . . constitutes reasonable and best practicable notice . . . constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and . . . meets the requirements of the United States Constitution, Louisiana law, the Federal Rules of Civil Procedure and any other applicable rules of the Court . . ." - Hon. Sidney H. Cates, IV (2010).

In Re Katrina Canal Breaches, No. 05-4182 (E.D. La.).

"The notice here was crafted by Shannon Wheatman, Ph.D., whose affidavit was received as evidence . . . The entire notice was drafted in plain, comprehensible language . . . The Court finds this notice adequately reached the potential class. "- Hon. Stanwood R. DuVal, Jr. (2009).

Jones v. Dominion Transmission Inc., No. 2.06-cv-00671 (S.D. W. Va.)

"The Parties' notice expert Shannon R. Wheatman, Ph.D. . . testified that in this case . . . that the mailed notices reached approximately 95.4 percent of the potential class . . . I HOLD that personal jurisdiction exists over the Class Members because notice was reasonable and afforded the Settlement Class an opportunity to be heard and to opt out." - Hon. Joseph R. Goodwin (2009).

Guidry v. American Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct.).

"The facts show that the notice plan . . . as adequate to design and implementation . . . Dr. Shannon R. Wheatman, a notice expert, also testified at the fairness hearing as to the sufficiency of the notice plan. Dr. Wheatman testified that the notice form, content, and dissemination was adequate and reasonable, and was the best notice practicable." - Hon. G. Michael Canaday (2008).

Webb v. Liberty Mutual Ins. Co., (March 3, 2008) No. CV-2007-418-3 (Cir. Ct. Ark).

"Ms. Wheatman's presentation today was very concise and straight to the point . . . that's the way the notices were . . . So, I appreciate that . . . Having admitted and reviewed the Affidavit of Shannon Wheatman and her testimony concerning the success of the notice campaign, including the fact that written notice reached 92.5% of the potential Class members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class members who had an earlier opportunity to request exclusion but failed to do so . . . The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members." - Hon. Kirk D. Johnson (2008).



Sherrill v. Progressive Northwestern Ins. Co., No. DV-03-220 (18th D. Ct. Mont.).

"Dr. Wheatman's affidavit was very informative, and very educational, and very complete and thorough about the process that was undertaken here. . . So I have reviewed all of these documents and the affidavit of Dr. Wheatman and based upon the information that is provided . . . and the significant number of persons who are contacted here, 90 percent, the Court will issue the order." - Hon. Mike Salvagni (2008).

Shaffer v. Continental Casualty Co., No. 06-2235 (C.D. Cal.).

"The Class Notice and the notice methodology implemented pursuant to the Settlement Agreement, as described in part in the Declarations of . . . Shannon Wheatman . . . constituted the best practicable notice. . . was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law." - Hon. Philip S. Gutierrez (2008).

Gray's Harbor v. Carrier Corp., No. 05-05437(W.D. Wash.).

"The Court finds that this notice was the best notice practicable under the circumstances, that it provided due and adequate notice of the proceedings and of the matters set forth therein, and that it fully satisfied all applicable requirements of law and due process." - Hon. Ronald B. Leighton (2008).

Beringer v. Certegy Check Servs., Inc., No. 8.07-cv-1434-T-23TGW (M.D. Fla.).

"The proposed form of notice and plan for publishing are reasonable and designed to advise members of the Settlement class of their rights . . . A nationally recognized notice specialist, Hilsoft Notifications, has developed the comprehensive Notice Plan. Here, Notice is reasonably calculated to reach the maximum number of potential Settlement Class Members and, thus, qualifies as the best notice practicable. The Notice Plan here is designed to reach the maximum number of Class Members, and it is Plaintiffs' goal to reach at least 80% of the Class—an extraordinary result in consumer class action litigation." - Hon. Steven D. Merryday (2008).

Palace v. Daimler Chrysler Corp., No. 01-CH-13168 (Cir. Ct. Ill.).

"The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process . . ." – Hon. Mary Anne Mason (2008).

Johnson v. Progressive Casualty Ins., Co., No. CV-2003-513 (Cir. Ct. Ark.).

"Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the



manner in which it was disseminated . . . Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable . . . The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process." - Hon. Carol Crafton Anthony (2007).

Beasley v. The Reliable Life Insurance Co., No. CV-2005-58-1 (Cir. Ct. Ark).

"[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process . . . So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter." - Hon. Joe Griffin (2007).

Education and Experience

Education

Ph.D., Social Psychology, 2001; The University of Georgia, Athens, GA Dissertation Title: *The effects of plain language drafting on layperson's comprehension of class action notices*.

M.S., Social Psychology, 1999; The University of Georgia, Athens, GA Thesis Title: *Effects of verdict choice, dispositional instructions, opportunity to deliberate, and locus of control on juror decisions in an insanity case.*

M.L.S., Legal Studies, 1996; The University of Nebraska-Lincoln, Lincoln, NE

B.A., Psychology, 1993; Millersville University of Pennsylvania, Millersville, PA Honor's Thesis Title: *The effects of inadmissible evidence and judicial admonishment in individual versus group decisions in a mock jury simulation*.

Related Experience

Hilsoft Notifications Souderton, PA 2004-2009



Dr. Wheatman was the Vice President (2006-2009) and Notice Director (2004-2009) at Hilsoft Notifications, a legal notification firm.

Federal Judicial Center Washington, DC 2000-2004

Dr. Wheatman was a Research Associate at the Federal Judicial Center. The Federal Judicial Center is the education and research agency for the Federal Courts. The Research Division performs empirical and explanatory research on federal judicial processes and court management. Dr. Wheatman worked with the Civil Rules Advisory Committee on a number of class action studies and with the Bankruptcy Administration Committee on judicial evaluations.

Supplementary Background

Dr. Wheatman has a strong statistical background, having completed nine graduate level courses as well as teaching undergraduate statistics at the University of Georgia. She is also a member of several plain language organizations, including the Center for Plain Language, Clarity, and Scribes.



EXHIBIT 9

Non-GMO Project Standard



October 2012

This version of the Non-GMO Project Standard includes revisions based on the Fall 2011 and Summer 2012 Public Comment Periods.

The next round of public comment on the Working Standard in its entirety will be from March 10^{th} through April 10^{th} 2013. Comments may be submitted online at http://www.nongmoproject.org/non-gmo-project-standard/comment-on-the-standard/ or may be sent to standard@nongmoproject.org

V9 2/36 10/9/12

TABLE OF CONTENTS

I. INTRODUCTION	4
1.1. Purpose	
1.2. Scope	4
1.2.1. Products	4
1.2.2.Activities	
1.2.3. Program Elements	
2. CORE REQUIREMENTS	9
2.1. Traceability	9
2.2. Cleanout and Segregation	9
2.3. Specifications for Inputs and Products	10
2.4. Input Categories	11
2.5. Reclassification of Specific High-and Low-Risk	
Materials Based on Experience in the Field	14
2.6. Action Thresholds	15
3. QUALITY ASSURANCE AND QUALITY CONTROL	21
4. TRANSITION PERIOD AND CONTINUOUS	
IMPROVEMENT	25
APPENDIX A: Current Variances to the Standard	27
APPENDIX B: List of Crops, Processed/Processing Inputs,	
Production Inputs and other Organisms with GMO Risk	34
APPENDIX C: Monitored Crops	36

V9 3/36 10/9/12

1. INTRODUCTION

Explanation of layout of this Standard:

This Standard is published in two columns. The left-hand column contains clauses of the Standard itself. The corresponding right-hand column contains Guidance notes that are included to help interpret and explain the intent of the given standard clause, offer additional relevant details, and/or place the clause into the context of current realities. Guidance notes should be read along with the Standard's clauses and must be followed accordingly. Where no Guidance is offered, the Standard alone suffices.

Guidance is offered, the Standard alone suffices.			
STANDARD	GUIDANCE		
1.1. Purpose: The Non-GMO Project's Product Verification Program (the "Program" or "PVP") aims to verify:	See Section 1.3, "Additional Terms and Definitions," for meaning of "product" and definitions of other terms.		
1.1.1. That the systems and procedures of the	Each Participant company or organization has		
participant company or organization (the "Participant") are capable of delivering products that comply with the Non-GMO Project's Standard (the "Standard").	the freedom to design its own systems to reflect its particular operational needs and practicalities, so long as the objectives of the Standard are met.		
1.1.2. That the Participant consistently operates their systems according to those procedures.	Annual third-party verification of conformity to this Standard, via evaluation of Participant documentation and on-site inspection, is part of the Program.		
1.1.3. That the resultant products are compliant with the Standard.	The Non-GMO Project's Product Verification Program ("PVP") is a practice/process-oriented standard that uses testing as a key strategic tool to confirm that practices/processes are meeting expectations.		
1.2. Scope: The scope of the Program encompasses the following products, activities, and aspects:	Refer also to Section 4 and Appendix A regarding specific variances to this Standard and its scope.		
1.2.1. Products			
1.2.1.1. Agricultural inputs, such as seeds, fertilizers, pesticides, and herbicides. The scope of this Standard includes an exclusion for composted materials and animal	Examples of non-compliant fertilizers are oilcake/oilseed meal from genetically engineered soybeans, canola, or cotton, uncomposted GMO cornstalks, etc.		
manures. These may be used from any source, <i>except</i> manure from animals that have been genetically engineered to produce a novel	An example of a non-compliant pesticide is genetically altered <i>Bacillus thuringiensis (Bt)</i> .		
material.	An example of a non-compliant herbicide is corn gluten from genetically engineered corn.		
	An example of an animal engineered to produce a novel material would be a goat that is genetically engineered to have antibiotics or		

V9 4/36 10/9/12

	hormones secreted in its milk.
1.2.1.2. Unprocessed agricultural products,	
such as vegetables, grains, fruit, greens, herbs,	
and other fresh foods, fibers, etc.	
1.2.1.3. Livestock feed components, such as	
grains, vitamins, enzymes, minerals, etc. 1.2.1.4 Microbial starters, media, and products.	Includes those used for animal feed (e.g., silage
1.2.1.4 Microbial starters, media, and products.	or hay inoculants, fermentation solids or similar products) or human food.
1.2.1.5. Manufacturing and processing inputs ("inputs"), including ingredients, flavorings, seasonings, colorings, additives, and all other substances present in final, manufactured products.	
Processing aids used by the Participant and present in the final product are also included in the scope of this Standard.	
1.2.1.6. Animal products, including dairy,	
meat, eggs, bee products, wool and hides.	
1.2.1.7. Veterinary inputs such as vaccines, hormones, semen and medicines.	For the purposes of the Standard, cloned animals and their progeny are not allowed.
1.2.1.8. Processed agricultural products or	
ingredients and manufactured food products.	
1.2.1.9 Dietary supplements, vitamins and herbal preparations.	
1.2.1.10. Health-care products.	
1.2.1.11. Personal care products and cosmetics.	Includes lotions, soaps, balms, makeup, etc.
1.2.1.12. Cleaning products.	
1.2.1.13. Packaging, textiles and other agriculturally derived mercantile products.	
1.2.2. Activities: The scope of the Program	A core goal of the Project is to identify, create,
encompasses the following types of activities	and/or maintain sources and practices that
and sectors of food and related production	effectively minimize GMO risk to the supply
systems:	chain. High-Risk Inputs (see below) will ultimately be able to be downgraded to low-
1221 Aprilantanal mandanation and a	risk status as a result of such efforts.
1.2.2.1. Agricultural production—seeds and crops	Includes farm production, harvest, and post- harvest handling and storage on farm or farm- related facilities.
	1

V9 5/36 10/9/12

	Reduction of background contamination levels in seed supplies is of primary importance toward reduction of GMO content of consumer goods.
1.2.2.2. Handling	Includes any form of post-harvest movement, storage, transformation, or labeling of goods along the entire chain of custody from seed to consumer, except for products enclosed in final retail packaging.
1.2.2.3. Storage	Includes all links in the chain of custody from seed to finished product.
1.2.2.4. Distribution	This may or may not involve physical handling of goods.
1.2.2.5. Processing	Includes all movements, storage, transformations, combinations, or labeling of goods within any given production facility.
1.2.2.6. Manufacturing	Involves the combination of inputs to make the final product sold by the operation in question.
1.2.2.7. Packaging and labeling	Includes any and all events where the package or labeling of goods is altered.
1.2.3. Program Elements: The scope of the Program encompasses all aspects of the production process relevant to producing Non-GMO Project verified products, including the following:	
1.2.3.1.Traceability	Special attention needs to be paid to inputs and products that are verified as Non-GMO Project Standard compliant, versus like inputs or products that are not explicitly verified or included in the Program as such. This applies even if the presumed chance that non-verified goods have GMO content is low.
1.2.3.2. Segregation	Additional segregation measures for Non-GMO Project Standard compliant materials may be necessary, especially when any highrisk inputs are handled. Appendix B of this Standard lists high-risk crops and their derivatives. Segregation is also necessary between distinct lots of goods that are Non-GMO Project verified, versus inputs or products that are not explicitly verified or included in the program as such.
1.2.3.3. Specifications for Inputs and Products	Refers to GMO action thresholds, etc. This Standard specifies relevant quantitative limits.
1.2.3.4. Operating Procedures	
1.2.3.5. Quality System	

V9 6/36 10/9/12

1.2.3.6. Quality Assurance and Quality Control	Specific procedures and practices relevant to traceability, segregation, sampling and testing of lots for GMO content—with associated ingredient procurement SOPs and training of personnel—are a necessary inclusion in any operation's routine activities when assuring adherence to this Standard. Existing procedures and documents can be amended or new ones created, as deemed most appropriate by the operation in question.
1.2.3.7. Training 1.2.3.8. Document Control	
1.2.3.9. Maintenance of Records and Data	
1.3. Additional Terms and Definitions	In addition to explanations of terms provided by other Guidance notes, the terms in this section are explicitly defined.
1.3.1. Compost	Decayed organic material used as a fertility amendment in agricultural production, produced by a combination of actions over time by microbes, invertebrates, temperature, and other elemental factors (e.g., moisture content, aeration). Composted material shows practically no macroscopic indication as to the original substrate(s) from which it was made.
1.3.2.Farming operation	Any operation involved with production, handling, storage, or management of crops until legal ownership or physical transformation of crops or livestock products occurs.
1.3.3. GM	Genetically Modified or Genetic Modification—A term referring to products or processes employing gene splicing, gene modification, recombinant DNA technology, or transgenic technology, and referring to products of the gene-splicing process, either as inputs or as process elements.
1.3.4. GMO or Genetically Modified Organism	A plant, animal, microorganism, or other organism whose genetic makeup has been modified using recombinant DNA methods, also called gene splicing, gene modification, or transgenic technology. Cloned animals and their progeny are also considered GMOs under this Standard.
1.3.5. Input	The term "input" includes any material or substance that becomes a part of the final product, or a component of which becomes a

V9 7/36 10/9/12

	part of the product, or is used otherwise in the
	production of a product. These include the following:
	_
	 Agricultural inputs, such as seeds, fertilizers, and pesticides.
	· •
	Unprocessed agricultural products, such as vegetables, grains, fruit, graens, barbs, and
	vegetables, grains, fruit, greens, herbs, and other fresh foods etc.
	• Feed components, such as grains, forage plants, vitamins, enzymes and minerals.
	_
	• Livestock production inputs such as vaccines, hormones, and other veterinary
	materials.
	 Manufacturing and processing inputs, including ingredients, flavorings,
	seasonings, colorings, additives, enzymes,
	cultures, and all other substances present in
	final manufactured products.
	mun munumun production
	The PVP distinguishes between inputs as being
	"mono" (composed of only one component) or
	"compound" (composed of more than one
	component).
	(i) Any synthetic material other than vitamins,
1.3.6. Medicine (Veterinary)	minerals, or amino acids given to livestock at any
	time; or (ii) Any non-synthetic material given to an
	animal on a non-routine basis for the purposes of maintaining or restoring health.
1.3.7. Non-GMO or Non-GM	A plant, animal, or other organism or
	derivative of such an organism whose genetic
	structure has not been altered by gene splicing.
	A process or product that does not employ GM
	processes or inputs. Cloned animals and their
	progeny are considered GM.
1.3.8. Participant	A company or other entity independent of the
	Non-GMO Project that enrolls in the Program.
1.3.9. Product	The term "product" refers to a distinct product
	name that the Participant offers to the
	marketplace, at whatever stage of the
	production chain (i.e., final consumer product,
	ingredient for further manufacturing, raw
	agricultural crop or commodity, etc., as applicable). "Product" refers to products that
	are involved in the Non-GMO Project Product
	Verification Program.
1.3.10. Shall or Must	A mandatory requirement under the Standard.
1.0.10. Dian of Mast	11 mandatory requirement under the standard.

V9 8/36 10/9/12

1.3.11. Should or May	A non-mandatory recommendation or
•	recommended practice.
1.3.12. Standard	The "Standard" herein refers to the Standard
	for The Non-GMO Project Product
	Verification Program, which is this document.
1.3.13. Supplier	Any party from whom an input is obtained.
1.3.14. Technical Administrator	The organization responsible for conducting
	the Program on behalf of the Non-GMO
	Project.
1.3.15. Unintentional Contamination	A contamination incident (event) will be
	deemed unintentional if available information
	confirms that:
	i. The operator did not knowingly use
	GMOs or GMO-derived inputs.
	ii. The operator used all due diligence
	to exclude GMO contamination.
2 CODE DECLIDEMENTS	
2. CORE REQUIREMENTS 2.1. Traceability	
2.1.1 Each lot of Non-GMO Project-verified	If the operation is dedicated strictly to Non-
product or input must be traceable back to	GMO Project Standard compliant production
specific lots of the inputs used in its	then it is sufficient to have a record-keeping
production.	system that records the lot numbers for all lots
production	of inputs used to make a specific lot of
	product.
	Systematic procedures shall be in place for
	tracking lot numbers and/or marking and
	labeling of packaging, containers, and storage
	facilities to assure traceability of inputs, work-
	in-progress, and final products at all points in
	the production process.
2.1.2. Traceability records shall explicitly trace	If lots of a given input are co-mingled in
and track the Non-GMO Project Standard	storage before use in production of a certain lot
compliant status of both inputs and the final	of product, the lot numbers related to all lots
product.	commingled shall be linked to that particular
2.1.3. The producer/manufacturer must be	lot of product.
prepared to provide the Technical	
Administrator of the Program with traceability	
information.	
2.2. Cleanout and Segregation	The aim of cleanout and segregation
Signification Supersylvin	procedures is to prevent GMO contamination
	of inputs, work-in-progress, and final products.
2.2.1. Cleanout:	1 / 1 2,
2.2.1.1. Receiving, production, processing,	
V9 9/36	10/9/12

V9 9/36 10/9/12

manufacturing, transfer, and storage facilities,	
as well as shipping and transportation	
conveyances, shall be inspected and	
cleaned/purged as needed to remove sources of	
GMO contamination, and all relevant cleaning,	
purging, and inspections shall be documented.	
2.2.1.2. Procedures shall be appropriate to the operation and may likely differ significantly	
between agricultural producer, manufacturer,	
etc.	
2.2.2. Segregation	If the operation is dedicated strictly to Non-GMO Project Standard compliant production, then segregation measures within the production operation are unnecessary, since only Non-GMO Project verified inputs will enter the operation. Segregation measures are also required for instances where any required testing occurs after the input in question has entered the facility. For example, when a Porticipant
	facility. For example, when a Participant, rather than an ingredient supplier, is taking responsibility for testing.
2.2.2.1. If the operation is not dedicated to Non-GMO Project verified production, systematic procedures shall be in place during production to keep Program verified inputs, work-in-progress, and finished products separate from all materials that are not compliant with the Non-GMO Project Standard.	
2.2.2.2. Tracking of lot numbers and	
labeling/marking on packaging and containers	
shall be used as necessary to identify and	
segregate Non-GMO Project Standard compliant materials from non-compliant	
materials.	
	The intent of the program is for the Participant
	to design production processes and input
	specifications that exclude GMOs from the
	Participant's products. This not only requires
	that one use inputs that are compliant with the
	Non CMO Duois at Standard but also that are
	Non-GMO Project Standard, but also that one employ practices that control unintentional
	Non-GMO Project Standard, but also that one employ practices that control unintentional contamination with GM material.

V9 10/36 10/9/12

Participants shall not knowingly plant,	
purchase, or use inputs that are not compliant	
with the Non-GMO Project Standard.	
2.3.2. Preventive measures, as defined below,	This requirement is necessitated because risk
must be undertaken by Participants to prevent	of unintentional contamination of inputs and
or reduce unintentional GMO contamination in	products with GMOs is increasing due to the
excess of the action thresholds set by this	growing use of GMOs in non-organic
Standard.	agriculture.
2.3.3. The written specifications for all inputs	
and products shall include requirements	
regarding Non-GMO Project Standard	
compliance, and shall be updated when the	
Participant changes suppliers or inputs.	
2.3.4. Purchase and use of inputs shall be	Methodology for determining this is given in
contingent on inputs being compliant with	sections 2.4., 2.5., and 2.6. of this Standard.
requirements of the Non-GMO Project	
Standard, including traceability, segregation	Spot purchasing from unverified suppliers
and GMO content.	should be avoided. Participants must seek out
	Non-GMO Project Verified inputs and if they
	are available, and a spot purchase is used
	instead, the Participant must justify to the
	Technical Administrator why the verified input
	was not used. Spot purchases are allowed on
	the following basis:
	(i) Any input that is spot purchased
	must be tested in accordance to the
	requirements of this Standard, and
	must be below the relevant Action
	Threshold.
	(ii) The Participant must provide the
	Technical Administrator with
	documentation of the purchase,
	including sampling information and
	test results on a periodic basis
	determined between the Technical
	Administrator and the Participant,
	with a minimum frequency of
	annual reporting.
	(iii) Constraints on spot purchasing may
	be enforced at the discretion of the
	Technical Administrator. For
	example, repeated spot purchases
	from the same supplier could be
	grounds for this allowance to be
	revoked or restricted.
2.3.5. Release of products to the marketplace	Participants shall have a written methodology
2.0.0. Release of products to the marketplace	I articipanto shan have a written methodology

V9 11/36 10/9/12

shall be contingent on products meeting requirements regarding Non-GMO Project Standard compliance, including traceability, segregation and GMO content.	and rationale for determining this. Success must be documented, with adjustments made and documented as necessary to meet this Standard.
	Methodology for determining this as described in sections 2.4., 2.5., and 2.6. of this Standard may be applied.
2.4. Input Categories	Appropriate preventive measures depend on the category of the input, and are elaborated below.
2.4.1. Non-Risk Inputs : Materials that are not derived from biological organisms and are not, therefore, susceptible to genetic modification.	Examples: lime, water and fossil-based products.
2.4.1.1. Preventive measures for Non-Risk Inputs consist of examining the specification sheet for compound ingredients to confirm the absence of components with GMO-risk.	Specification sheets must fully disclose all components of the input in question.
2.4.2. Low-Risk Inputs : Species for which genetically modified versions have not yet been commercialized.	Although biotechnologists are engaged in laboratory experimentation with most species, the crops, ingredients, and production inputs derived from such species (for example, cherries, wheat, and green peppers) have extremely low risk of being contaminated.
2.4.2.1. Preventive measures for Low-Risk Inputs consist of:	
2.4.2.1.1. Examining the specification sheet for compound ingredients to verify absence of high-risk ingredients.	Specification sheets must fully disclose all components of the input in question.
2.4.2.1.2. Verifying that the input was produced under conditions designed to avoid cross-contamination with GM materials.	a. If the facility does not use any High-Risk Inputs, then demonstration of this fact is sufficient to fulfill this requirement.
	b. If the facility does use High-Risk Inputs, fulfillment of this requirement will involve demonstrating that procedures and systems are in place that effectively segregate the Low-Risk Input under consideration from potential sources of high-risk contamination within the facility.
2.4.2.2. Monitoring of Low-Risk Inputs with suspected contamination. Monitored crops are listed in Appendix C.	Certain crops for which genetically modified versions have not yet been commercialized may be subject to higher contamination risk. Such crops are subject to monitor testing by the technical administrator, and will be reclassified as High-Risk Inputs by the

V9 12/36 10/9/12

Standard Committee and Board of Directors if results indicate persistent contamination in accordance to section 2.5.1. Crops may be added to Appendix C for either of the following reasons: Suspected or known incident of contamination at any point in the production chain. Examples include flax, for which known contamination by an unapproved variety has occurred. Genetically modified relatives are in commercial production with which cross-pollination is possible. Examples include table beets, which have a risk of cross-pollination with genetically modified sugar beets. Genetically modified varieties of the crops **2.4.3. High-Risk Inputs:** Crops and their listed in Appendix B include genetically derivatives that carry high risk of being modified crops that are grown on a large scale genetically modified are listed in Appendix B. in North America and certain other parts of the world. There is greater risk that any lot of these crops, whether conventional, natural or certified organic, could become contaminated, either via cross-pollination or admixture during storage, shipping, handling or processing. Animal products are included in the list of High-Risk Inputs because animal feed commonly contains High-Risk Inputs. In addition, injections of recombinant bovine growth hormone are sometimes used to increase milk production, and other High-Risk Inputs may be used to treat problems encountered in livestock production. There are other GM crops and biological materials, in addition to those in Appendix B, that have been commercialized (for example, tomatoes). However, because these are not in wide or common use in the food production system at this time, this Standard does not classify them as high-risk. **2.4.4.** Participants shall undertake preventative

V9 13/36 10/9/12

measures to assure the Non-GMO Project Standard compliance of High-Risk Inputs, and	
shall consist of at least the following: 2.4.4.1. Examining the specification sheet of the input to identify all high-risk ingredients.	A specification sheet or similar description must be on file with Participants for each unique input received from each supplier, which discloses all components contained in that input.
2.4.4.2. Verifying that the input was produced under conditions designed to avoid crosscontamination with GM materials (traceability and segregation).	Participants must be able to show their methodology and due diligence in this.
2.4.4.3. Monitoring for GMO contamination against an Action Threshold, which, if exceeded, triggers the Participant to investigate the cause of the contamination and to correct that cause when identified.	Monitoring and associated testing regimens may be conducted by the supplier and/or the user of any given input. The validity of the testing regimen shall be evaluated.
2.4.4.5. Compliance of animal products with the Standard is not necessarily verified by testing of the animal product, but by showing that inputs (feed, supplements, etc.) are compliant with the Standard, and that adequate traceability, cleanout, and segregation measures have been used in handling the inputs and the resulting animal products.	A similar approach is applicable to other inputs where GMO content or origin is not readily determined by analysis, e.g. refined vegetable oil derived from GM canola.
2.5. Reclassification of Specific High- and Low-Risk Materials Based on Experience in the Field	
2.5.1. A Low-Risk Input that is found through verified, random testing to contain GM material at levels above the Action Threshold (defined below) at a frequency of greater than 1 sample per 50 samples tested, or that is projected to contain such GM material at a frequency greater than 1 in 50 samples based on existing test results, shall be classified as a High-Risk Input, the verification of which shall be carried out according to the requirements for High-Risk Inputs.	Such risks will be evaluated on a Project-wide basis, i.e., from compiled experience with Product Verification Program Participants using any given Low-Risk Input. In addition to the examples given in the guidance to section 2.4.2.2., another example of a Low-Risk Input that might be classified as High-Risk according to this criterion would be wheat flour. GM wheat itself has not been commercialized. However, due to rotation with soy, cross-contamination frequently takes place in the fields, and, due to accidental admixture, cross-contamination of wheat flour with soy or corn often takes place in the flour mill or during other post-harvest activities. This also applies to most other flours, many of which

V9 14/36 10/9/12

2.5.2. On a case-by-case basis, certain High-Risk inputs may be downgraded to Low-Risk status based on source, documentation, protocols for contamination prevention/avoidance, and laboratory results (in accordance with this standard) demonstrating consistently low risk of GMO contamination.

may be made in the same mill.

An example would be cornstarch produced in a country where GMOs are prohibited, Non-GMO Project Standard compliant seed was verified as having been used, and documented IP procedures are in place for the manufacturing and transport of the product.

Another example would be honey produced by bees whose forage area is free of commercial agriculture involving GM risk crops within a 4 mile radius of hives, provided no other feed is used unless it is compliant with the Non-GMO Project Standard.

2.6. Action Thresholds for High-Risk Inputs: The Non-GMO Project has established the following long-term Action Thresholds for High-Risk Inputs and Products based on input from a broad range of stakeholders:

Absence of all GMOs is the target for all Non-GMO Project Standard compliant products. Continuous improvement practices toward achieving this goal must be part of the Participant's quality management systems.

A key requirement of such quality management systems is to establish an Action Threshold,

which, if exceeded, triggers the Participant to

- Seed and Other Propagation Materials (see sections 2.7 and Appendix B): 0.1%.
- Human Food, Ingredients,
 Supplements, Personal Care Products,
 and other products that are either ingested or used directly on skin: 0.5%
- Animal Feed and Supplements: 0.9%
- Packaging, Cleaning Products, Textiles and other products that are not ingested or used directly on skin: 0.9%

investigate the cause of the contamination, and to correct that cause when identified. Inputs contaminated above the action thresholds may not be intentionally used, except for livestock feed verified under section 2.7.2 of this standard.

For species not listed in Appendix B, there is no allowable presence.

When tested lots are mixed after testing has been conducted, the Participant must:

- a. Demonstrate reasonable efforts to achieve homogeny prior to testing.
- b. Investigate and document the cause of any individual lot's contamination over the relevant action threshold
- c. Implement and document practical continuous improvement practices to reduce, and ultimately eliminate, the need for any future blending of lots. An example of one such practice would be to help growers secure Non-GMO Project Standard

V9 15/36 10/9/12

	compliant planting seed. d. In all cases, the finished lot must be below the relevant Action Threshold.
2.6.1. Compliance with Action Thresholds shall be verified on the basis of test results or affidavits from suppliers, as is consistent with the technical requirements applicable at each point in the production/storage/handling chain. The following methods shall be used where appropriate:	
2.6.1.1. Genetics-based testing using the Real-Time PCR method.	Genetics based testing is required before a finished product can be verified, except for livestock products verified under section 2.7 of
Where genetic testing is most appropriate, the following applies:	this standard. The frequency and location of Real Time PCR testing can be tailored to accommodate an applicant's supply chain.
2.6.1.1.1. A statistically valid sampling and testing plan shall be designed on the basis of risk assessment of the production/handling system, and shall reflect the level of monitoring appropriate for the risks inherent in	Risk assessment and monitoring must be done by the Participant, and the sampling and testing plan shall be approved as part of the Product Verification Program.
the production/handling system, as well as industry standards.	Compliant sampling and testing must occur at least once post harvest, depending on contamination risks, except for livestock products verified under section 2.7 of this standard. Sampling plans must be designed to achieve 90% confidence in quantification of GMO at the action threshold set by this Standard. When achieving this level of confidence through crop sampling is impractical (e.g. for large crops such as zucchini and papaya), the testing program may be shifted to the seed level.
2.6.1.1.2. Statistical calculations can also be used to design compositing strategies through which portions of multiple samples can be combined and tested together for the purpose of reducing the number of tests required and therefore the costs for testing.	Compositing must be done in a manner that assures that any single sample in excess of the relevant action threshold produces a positive result for the composite sample as a whole. If a positive result is obtained for the composite, it will be necessary to retest all samples individually.
2.6.1.1.3. Testing shall be carried out by a laboratory that is accredited to ISO17025 and uses methods that are included within the scope of their ISO17025 accreditation, for the	A list of approved labs that have provided this criteria, along with instructions to laboratories regarding being added to this list, is available on the Non-GMO Project website,

V9 16/36 10/9/12

crops/inputs in question.	www.nongmoproject.org.
2.6.1.1.4. Appropriate laboratory controls must indicate that the DNA of the input is sufficiently intact to allow valid quantitative analysis by PCR.	Inputs that do not meet this criterion and are, therefore not "testable" in this manner, must be verified by lot-specific traceability back to precursors for the input that are testable.
2.6.1.1.5. Laboratory testing must target all commercialized GM events relevant to the product and the production system. Where Quantitative results are required, the Real-Time PCR test must employ primers sufficient to accurately quantify the % GMO for that event. Qualitative analysis using Real-Time PCR is sufficient if 1) the PCR limit of detection is 0.01%; and 2) GMOs are not detected; and 3) appropriate laboratory controls indicate that the DNA of the input is sufficiently intact to allow for valid quantitative analysis by PCR.	See guidelines for recommended primers for each crop (see Non-GMO Project Real Time PCR Primer Table for GMO Detection). Examples of sample types for which the DNA is sufficiently intact to allow for valid quantitative analysis by Real-Time PCR: raw agricultural products such as seed, grain, legumes; raw milled products; flour.
2.6.1.2. Immunologically-based testing using strip tests. In cases where lateral flow strip tests are suitable, they must cover all commercialized GM events for the crop in question.	These methods shall be used when rapid, qualitative in-field testing is needed and when accuracy, sensitivity, and ramifications of false negative results are not large concerns. An example includes use of strip tests for the purpose of spot testing input samples. Compositing can be used for subsequent confirmatory Real-Time PCR testing. Frequency of Real-Time PCR testing and method of compositing to be determined such that there is 90% confidence in quantification of GMO at the action threshold set by the Standard.

V9 17/36 10/9/12

2.6.1.2.1. A statistically valid sampling and testing plan shall be designed on the basis of risk assessment of the production/handling system and shall reflect the level of monitoring appropriate for the risks inherent in the production/handling system, as well as industry standards.	See guidance to 2.6.1.1.1.
2.6.1.2.2. Analysts must be trained and their performance verified to assure they use the tests reliably.	Participants shall document the in-house evaluation of performance.
2.6.1.3. Supplier Affidavits. In cases where a non-GMO affidavit is appropriate, the following applies:	This option is available in cases where an input that is normally classified as High Risk is shown to be produced under conditions where the risk does not exist, for example, a crop grown in a country where no GMO production has been allowed, or a class of enzyme for which no GMO form has been developed.
2.6.1.3.1. The affidavit must attest that the origin of the input as well as its chain of custody merits the classification of the input as Low Risk as described in section 2.4.2 of this Standard.	
2.6.1.3.2. The affidavit must be signed by the manufacturer of the input.	
2.7. Verification of livestock products based on testing of seed and feed.	Livestock product inputs are qualitatively different from any other type of major input verified under this Standard in that there is no point in the production chain at which it is possible to identify GMO contamination using current testing methodologies. It is therefore necessary to control contamination based on testing of feed, and/or of the seed used to grow the feed.
2.7.1. Seed used to grow crops for livestock feed	From the point of enrollment, Participants have a five-year transition period to bring all seed into compliance with the requirements below.
2.7.1.1. Commercially purchased seed planted for on-farm feed production must be compliant with the requirements outlined in section 2.6 of this standard.	Commercially purchased seed must be tested using PCR and test below the action threshold outlined in section 2.6.
2.7.1.2. Farmer-saved seed and seed purchased from any neighboring farmer who does not have a retail seed operation must be	Frequency of testing should increase if there are any changes that would significantly increase the likelihood of contamination (e.g.

V9 18/36 10/9/12

strip tested annually.	new neighbor planting GMOs). If the strip test results are positive, samples must be submitted to a lab for quantitative PCR testing. If the seed is over the action threshold the seed may
2.7.2 Feed	not be planted. Must be monitored for compliance with Action Thresholds according to a sampling plan reviewed by the Technical Administrator.
2.7.2.1. Feed for Certified Organic Operations in which products are pooled before final processing (e.g. dairy, ground meat, egg mixtures)	The sampling plan for certified organic operations shall be based on testing of a composite sample of the high-risk feedstuffs from a representative selection of farms, with an intention of identifying and addressing any contamination occurring in the Participant's operation. The farms chosen for such testing shall be representative of the Participant's operations in a region (defined as a geographic area with relatively homogenous farm operations and sources of livestock feed, typically encompassing one or more states, in
	which farms ship unprocessed livestock products to one or a few processors). Testing Methodology: Testing method must yield valid quantitative results. When feedstuffs can be isolated into their raw material components, strip testing may be used. When feedstuffs are tested as a blend form, PCR testing must be used.
	 Quarterly Sampling Density Fewer than 10 farms per region: Minimum of 1 farm tested per region per quarter 10-20 farms per region: Minimum of 2 farms tested per region 21-50 farms per region: 10% of farms tested per region 51-100 farms per region: 5% of farms tested per region Over 100 farms per region: Minimum of 6
V0 10/26	farms tested per region The sampling plan within each region shall include a random selection of farms each quarter. Annual sampling plans shall be reviewed with the technical administrator and may be adjusted over time to provide the most

V9 19/36 10/9/12

2.7.2.2. Feed for Non-Organic Operations and all operations in which products are NOT pooled before final processing (e.g. shell eggs, cut meat)	technically sound basis for continuous improvement. Adjustments shall be mutually agreed upon and might include increased/decreased sampling frequency or density in regions with unusually high/low percentages of samples over the action threshold. Composite samples shall be tested on a quarterly basis. When more than one test is needed, results shall be averaged. Quarterly results or averages in excess of the Action Threshold shall trigger an assessment of the cause of contamination and appropriate steps to eliminate identified sources of contamination. Participant shall provide a report upon renewal on any significant changes in the frequency of GMO presence in livestock feed, the percent of samples exceeding the action threshold, and steps taken to secure feed below the action threshold. The sampling plan for non-organic operations must include quarterly composite testing of feed samples for each shipment of feed purchased by each farmer in the Participant's operations. If more than 20% of the Participant's farmers fail to supply samples, it will be considered a major nonconformity,
	At time of annual evaluation, the average for all quarterly composite tests for the prior year must be below the Action Threshold.
2.7.3. Onsite Inspections	Inspections may be completed via a group certification model. In order to be considered compliant, the Participants' Internal Control System (ICS) must conduct a documented assessment visit to each farm at least once every year.
V0 20/26	In addition to the ICS, third party inspections must be conducted on 10% of all farms every year. Results of the third party audit will be compared with results of the ICS assessment of

V9 20/36 10/9/12

	the farms to verify effectiveness of the ICS
	process.
	For certified organic operations, additional
	inspections (beyond those required for organic
	certification) are not required.
3. Quality Assurance and Quality Control	
3.1. The Participant's quality assurance and	These modifications will, in most cases,
quality control program shall be revised as	involve additions or revisions to existing
needed to assure compliance with the Non-	procedures, but where necessary, may include
GMO Project Standard.	new procedures specific to processes,
	procedures, and record keeping critical to
	compliance with the Non-GMO Project
	Standard.
3.1.1. Compliance with applicable	
requirements of the Non-GMO Project	
Standard shall be identified as a key quality	
indicator of the Participant's products, and	
standard operating procedures shall be revised,	
or added where necessary, to incorporate	
measures that assure such compliance of	
products with the Non-GMO Project Standard.	
3.1.1.1. Where needed, additional training shall	
be provided to staff to assure that they are	
capable of fulfilling their duties in a manner	
that supports compliance of the operation, and	
the products produced, with the Non-GMO	
Project Standard.	
3.1.1.2. Documents and forms shall be revised,	
as necessary, to include compliance with the	
requirements of the Non-GMO Project	
Standard as a key quality indicator, and to	
assure that the Participant organization	
operates in a manner that fulfils the	
requirements of the Non-GMO Project	
Standard.	
3.1.1.3. All documents, forms, reference	
materials, and specifications needed by	
personnel to fulfill the requirements of the	
Non-GMO Project Standard shall be readily	
available to relevant personnel.	
3.1.1.4. Records shall be retained for 3 years.	

V9 21/36 10/9/12

3.2. Monitoring and control of key parameters	The Participant shall create or revise
relevant to compliance with the Non-GMO	documentation accordingly to show
Project Standard shall be incorporated into the	compliance with each aspect identified below.
quality assurance and quality control program	
of the Participant organization. Key parameters	
are:	
3.2.1. Traceability	
3.2.2. Segregation	
3.2.3. Compliance with Action Thresholds	Periodic monitoring of compliance with Action Thresholds is typically done via additional analytical testing at strategic times and points in the system to corroborate and support the regular sampling and testing program that the operation has implemented.
3.2.4. Labeling	Labeling claims must be accurate and truthful, and must not mislead the consumer about the GMO content of the product. Any reference to the Non-GMO Project or use of the seal must be approved by a written agreement with the Non-GMO Project. Examples of claims that are not acceptable are
	"contains zero GMOs," "GMO-free" and GE-free. The Technical Administrator will review labels to assess compliance with these claim guidelines.
3.3. The Participant organization shall monitor	Record-keeping procedures shall be revised as
and verify the Non-GMO Project Standard	necessary to assure that records include
compliance of inputs purchased, in line with	relevant information regarding the Non-GMO
section 2.3. of this Standard, and this shall be documented.	Project Standard compliance of each specific lot of input.
3.4. The Participant organization shall monitor	Record-keeping procedures shall be revised as
and verify the Non-GMO Project Standard	necessary to assure that records include
compliance of final products sold, in line with	relevant information regarding the Non-GMO
section 2.4. of this Standard, and this shall be	Project Standard compliance of each specific
documented.	lot of product.
3.5. Corrective actions. Non-conformities in	Nonconformities discovered during the
processes, procedures, inputs, or products,	program application or renewal process must
which could impact compliance with the Non-	be satisfied in order to achieve or maintain
GMO Project Standard, shall trigger corrective	compliance with the Non-GMO Project
actions.	Standard.
	Mid town nonconformation discovered there
	Mid-term nonconformities discovered through
	internal quality-assurance processes,

V9 22/36 10/9/12

	complaints from customers, or third party surveillance, require corrective action as
	described below.
3.5.1. Major nonconformities shall be reviewed at the time of occurrence, documented, and reported to the Product Verification Program's Technical Administrator.	A major nonconformity is a deviation that directly affects the compliance of the product with the Non-GMO Project Standard, such as accidental contamination of the product with GM material.
	Any major non-conformities that go unreported and/or uncorrected according to the requirements below may be cause for product or the company to be removed from the Non-GMO Project Product Verification Program. Prior to removing company or product from the program, the Technical Administrator will notify company via email of this intended action. Company will have 5 days from date of said notice to provide all required documentary evidence in order to avoid withdrawal from the program.
	The Technical Administrator will notify the Non-GMO Project of any withdrawal from the program. Additionally, if the company/products withdrawal impacts other Non-GMO Project Verified companies (such as the withdrawal of an ingredient supplier), the Technical Administrator will notify the other companies and require that a substitute supplier be found. Please see guidance in 3.6 for requirements for bringing in new suppliers. Any notice of product/company withdrawal from the program issued by the Technical Administrator will be devoid of any company confidential information.
3.5.1.2. Timely root-cause analysis.	Discovery of any major nonconformity must be immediately reported in writing to the Technical Administrator. "Timely" is considered to be typically within 7 days, and rarely longer than 30 days. Longer delays must be justified in writing. Accompanying the notice must be an explanation of the action steps being taken, and the expected completion date of the root-cause analysis.

V9 23/36 10/9/12

	Findings of the root-cause analysis must be
	reported in writing to the Technical
	Administrator, together with expected
	corrective actions to be undertaken.
3.5.1.3. Corrective actions designed to improve	Corrective actions must be completed within
the system and products to achieve compliance	15 days of completing the root-cause analysis.
with the Non-GMO Project Standard.	The Technical Administer will review and
	approve the planned corrective actions.
	Corrective action plans shall include
	identification of persons responsible for their
	execution, defined timelines for actions, and
	realization of the desired results of the
	corrective action plan. Documentary evidence
	must be submitted to the Technical
	Administrator within 5 days of completing
	corrective actions. Such evidence might
	include new/modified quality assurance SOPs
	such as updates to training and record keeping
	or changes to sampling and testing plans, and,
	where possible, evidence that these updated
	SOPs are achieving compliance with the
	Standard. The Technical Administer will
	review and approve all corrective evidence.
	Repeated non-conformance with the action
	threshold may require company mid-term re-
	evaluation of the facility and possibly including an onsite inspection and/or input
	supplier enrollment the Non-GMO Project's
	product verification program.
	product verification program.
	Any delays in the timeline from reporting to
	completion of corrective actions must be
	justified in writing and approved by the
	Technical Administrator.
3.5.1.4. Identification of nonconformities,	This documentation shall be available to the
corrective actions, root-cause analysis, and	Technical Administrator and its inspectors.
successful remediation of the non-compliance	
shall all be documented.	
3.5.3.2. Minor non-conformities shall be	A minor non-conformity is a deviation in
reviewed at the time of the annual inspection.	procedures, recordkeeping, documentation, or
	other part of the program that does not cause
	any of the relevant ingredients used throughout
	the operation to exceed action thresholds.
	Renewal of verified status shall be contingent
L	or . or status shall be contingent

V9 24/36 10/9/12

	upon appropriate resolution of any such non-
	conformities.
3.6. In addition to Participants, suppliers and	In some cases, inputs certified by other non-
contractors shall also participate in the Non-	GMO certification programs may be approved
GMO Project Product Verification Program to	as equivalent for use in Non-GMO Project
verify compliance with the Standard.	compliant products. A program would be
	acceptable as long as that program is fully
	equivalent to or exceeds the requirements of
	the Non-GMO Project Product Verification
	Program. The decision on equivalency will be
	made by the Board of Directors based on
	evaluation of said program by the Technical
	Administrator via a procedure duly approved
	by the Board. In such cases, certificates of
	compliance from such a program may be
	accepted as equivalent to verification by the
	Non-GMO Project.
	Such suppliers and contractors must still, in all
	cases, input their product, ingredient and
	facilities data into the Non-GMO Project
	Product Verification Program database.
3.6.1. A Product Verification Program update	The Technical Administrator may require a
shall be required at least annually.	Participant to submit updates more frequently,
shan so required at least aimearly.	if history shows cases of major non-
	conformities occurring as a result of
	unannounced changes to the operation.
	Institute of the second of t
	Such changes could include the following:
	changes in product composition that involve
	High-Risk Inputs, changes in suppliers of
	High-Risk Inputs, changes in processes or
	procedures that alter segregation or traceability
	of products, or changes in specifications of a
	high-risk ingredient or of a final product that
	contains High-Risk Inputs.

4. Transition Period and Continuous Improvement

It is expected that with systematic efforts within each sector of the industry, it should eventually be possible for the industry to be successfully operating uniformly and consistently with all aspects of this Standard. Until that time, compliance will be assessed according to program-wide variances set in Appendix A. All variances are meant to be temporary, and will be reviewed on at least an annual basis by the Standard Revision Committee. Each variance shall be removed from this Standard as quickly as is practically feasible on an industry-wide level.

4.1. During this transition period Participants will develop systems, procedures, and source

V9 25/36 10/9/12

materials required to enable their companies	
and the industry to operate effectively and	
sustainably to the Action Thresholds.	
4.2. During this transition period, while the	A primary goal of the Project is that sufficient
industry is working cooperatively and	experience (systems) and data will be
dynamically to achieve the ability to	generated to downgrade some sources of high-
consistently operate to these target Action	risk materials to low-risk status.
	Tisk materials to low risk status.
Thresholds, temporary variances will be set on	
a sector-by-sector basis. Participants are	
required to operate to the most stringent	
conditions practical at this time, while also	
working with others in their sector to develop	
sources that are progressively closer to the	
Action Thresholds described above.	
4.3. Variances can, in principle, be applied to	Recommended changes to variances will be
any aspect of the Standard or the verification	made by the Standard Revision Committee
process, including the Action Thresholds, the	(which includes members of the Technical
risk classification of a given crop or input, or	Advisory Board), and will be based on input
the criteria required to verify compliance with	received from stakeholders. These
other aspects of the Non-GMO Project	recommendations will be approved and
Standard. Variances are applied on an	finalized by the Board of Directors.
= =	initialized by the Board of Directors.
industry-wide basis, and apply uniformly to all	
companies.	77 1 1 1 1 1 1
4.4. Individual Participants may choose to	Variances have been set in acknowledgement
either operate to long-term action thresholds or	of current industry-wide limitations, but the
avail themselves of current variances. Use of a	goal is to eventually overcome those
variance is contingent upon participation in	limitations through collaborative efforts.
industry-wide continuous improvement efforts	
aimed at eliminating the need for that variance.	
4.5. For manufactured food and feed products,	All percentages noted below are weight
distinct variances may be established for each	percentages of the product, not counting the
of the following categories of High Risk Inputs	weight of salt or added water in the finished
(see Appendix A for currently applicable	product.
variances):	<u></u>
	For livestock feed, the categories below are
	calculated based on the weight of the input as a
	percentage of the ration fed to the animal.
4.5.1. Major Ingredients, each of which	A defining ingredient is one whose name
represents 5% or more of the product or is a	appears in the name of the product.
1	appears in the name of the product.
defining ingredient.	
4.5.2. Minor Ingredients, each of which	
represents at least 0.5% but less than 5% of the	
product, and is not a defining ingredient.	
4.5.3. Micro Ingredients, each of which	
represents less than 0.5% of the product and is	
not a defining ingredient.	

V9 26/36 10/9/12

APPENDIX A: Current Variances to the Standard

Variance #1—Elevated Action Thresholds

Relates primarily to Section 2.6.

Current variances for the Action Threshold are as follows:

- Planting Seed and Other Propagation Materials that are listed in Appendix B: 0.25%. For all other species, below the limit of detection.
- Human Food, Products, Ingredients, Supplements, and Personal Care
 Products and other products that are either ingested or used directly on skin: 0.9%
- Animal Feed and Supplements: 1.5%
- Packaging, Cleaning Products, Textiles and other products that are not ingested or used directly on skin: 1.5%

Absence of all GMOs is the target for all Non-GMO Project Standard compliant products. However, current risk of contamination makes it necessary to establish quality management systems to assure that GMO contamination stays within the applicable Standard.

A key requirement of such quality management systems is to establish an Action Threshold, which, if exceeded, triggers the Participant to investigate the cause of the contamination, and to correct that cause when identified. Participants must demonstrate compliance with the Action Threshold in one of two ways (please note that option 2 is NOT available for planting seed and other propagation material):

1. By ensuring that each batch of highrisk input used has tested below 0.9% prior to its use in verified product. In this case, test results are submitted to the technical administrator for review at the time of annual renewal.

OR

V9 27/36 10/9/12

2. By ensuring that test results for all batches of high-risk input used during each 6 month period average at or below the relevant Action Threshold, with no single batch of input ever exceeding the relevant Action Threshold by more than a factor of 2. In this case, all test results are submitted to the technical administrator for review at least annually, and the Participant is responsible for ongoing monitoring of test results to ensure compliance for each period. A Participant may not use this option for a period in excess of three years from initial verification.

Allowed use of this variance is contingent upon the Participant demonstrating their role in sustained, active efforts to develop sources of the relevant input that are below the Action Thresholds specified in section 2.6. The focus of such efforts should be enrollment of the entire supply chain, with an ultimate goal of supporting farmers in planting seed that has tested below the relevant Action Threshold.

Variance #2—Including on the list of crops with high risk of GMO contamination only those crops species for which genetic modification is widely and commonly used.

Relates primarily to Appendix B

Appendix B is a list of the GMO crops and inputs considered "High-Risk" by the Non-GMO Project—this is the Project's Operational list of High-Risk Inputs. It does not include all GMO crops that have been commercialized. Some of GMO crops that were commercialized at one time are not in commercial use today. For instance, potatoes and tomatoes were once produced commercially but today are not in North America. Another example is rice, where accidental contamination occurred in both in the US and China before any varieties being commercialized. In all of these cases, the GM crop is present today in only low, residual amounts in the food system.

These and other low-incidence GMOs have been excluded from the Project's operational list of High-Risk Inputs (see Appendix B for list). This substantially reduces the number of

	products and ingredients that are classified as High-Risk and thereby reduces the number of inputs that require in-depth review. Allowed use of this variance is contingent on
	the Participant demonstrating their role in sustained, active efforts to develop non-GMO sources of High-Risk Inputs.
Variance #3—Exemptions from production facility review	Production facility reviews are not required for: a. Low-Risk inputs
Relates primarily to Section 2.4.2.1.2. and 2.5.	 b. Products in which the only Low-Risk and/or High-Risk Inputs are approved under variances 4 or 5 c. Products produced in a facility where the only high-risk ingredients are already Non-GMO Project Verified prior to entering the facility parallel processing of same ingredients. Use of this variance is contingent on the
	Participant demonstrating sustained, active efforts to work with suppliers of the Low-Risk Input to enable them to comply with Section 2.4.2.1.2. of the Standard.
Variance #4—Temporary exclusion of all Micro Ingredients Relates primarily to Section 4.5.3.	All Micro Ingredients used in livestock feed formulations or products manufactured for human consumption may be excluded from the Verification Process at this time, with the exception of:
	 a. Viable microbes and their functional components, which replicate their action. Examples include yeasts and dairy cultures. b. Microbial products that have no viable microbes, or functional enzymes, but which are not isolates. Examples include cheese, bread, wine, beer and fruit puree. c. Enzymes. Examples include Chymosin. d. Recombinant bovine growth hormone (rBGH, rBST).
	Any given product formulation included in the Program must not contain more than 10 unique non-verified High-Risk Micro Ingredients.

V9 29/36 10/9/12

Variance #5—Verification of Non-GMO	Formulations exceeding 10 unique High-Risk Micro Ingredients must either be reformulated or enough of the micro inputs verified as Non-GMO Project Standard compliant in line with section 2.6. of this Standard, to reduce the amount of non-verified inputs to 10 or less. Allowed use of this variance is contingent on the Participant demonstrating their role in sustained, active efforts to develop Non-GMO Project compliant sources of the exempted Micro Ingredients. In cases where GMO analytical certificates or
Project compliance of Minor and Micro Ingredients using supplier affidavits	traceability linked to analytical certificates of precursors is not available, Non-GMO Project
Relates primarily to Section 2.6.	compliant status of Minor and Micro Ingredients may be verified based on affidavits from suppliers, as long as these ingredients are the product of a system that has been designed to avoid GMOs. Examples of such systems are organic certification and other identity preservation systems. Suitability of these other identity preservation systems are subject to review by the Technical Administrator. Suppliers shall agree to provide further information or demonstration in support of affidavit when requested by the Technical Administrator. Allowed use of this variance is contingent on the Participant demonstrating their role in sustained, active efforts to develop Non-GMO
	Project compliant sources of that Ingredient.
Variance #6—Eliminated Spring 2010	This variance has been combined with Variance #5
Variance #7—Verification of inputs based on testing alone at any stage of the production chain. Relates primarily to Section 1.2., 2.6.1.1.1. and	The intention of the Standard is that compliance be verified at all levels of the production chain regarding the use (intentional or accidental) of all production inputs.
2.6.1.1.3.	 A. This variance allows for high-risk inputs to be verified as compliant with the Non-GMO Project Standard if: A copy of the original result for the PCR test shows that the GMO content of the input in question is
VO 20/26	10/0/12

V9 30/36 10/9/12

- below the relevant action threshold; and
- (ii) The testing must have been conducted by a laboratory in compliance with sections 2.6.1.1.1 and 2.6.1.1.3 of this Standard and must reference by lot number the specific lot of product used by the Participant; and
- (iii) Appropriate laboratory controls indicate that the DNA of the input is sufficiently intact to allow valid quantitative analysis by PCR. (Inputs that do not meet this criterion and are, therefore not "testable" in this manner, must be verified by lot-specific traceability back to precursors for the input that are testable.)
- B. This variance also allows for high-risk inputs to be verified as compliant with the Non-GMO Project Standard if:
 - (i) The precursor(s) to the input used by the Participant are tested by PCR; and
 - (ii) For each precursor to an input used by the Participant, a copy of the original result for the PCR test of the specific lot of the precursor in question must show that the GMO content is below the relevant action threshold: and
 - (iii) The testing must have been conducted by a laboratory in compliance with sections 2.6.1.1.1 and 2.6.1.1.3 of this Standard and must reference by lot number the specific lot(s) of the precursor used for lot of product used by the Participant; and
 - (iv) Appropriate laboratory controls indicate that the DNA of the tested precursor is sufficiently intact to allow valid quantitative analysis by

V9 31/36 10/9/12

	PCR; and (v) From the point of the PCR testing forward, an identity preservation system is in place to ensure the given lot of the input in question has not been exposed to any other high-risk GMO material. All such systems are subject to review and must be approved by the Technical Administrator.
	Allowed use of this variance is contingent on the Participant demonstrating sustained, active efforts to obtain Non-GMO Project compliant sources of the ingredient in compliance with the fully applicable scope of this Standard as described in section 1.2.
Variance #8 – Temporary Exclusion of vaccines and medicines used in livestock production as well as all fertilizers, pesticides, and herbicides.	All vaccines and medicines used in livestock production, except for rBGH, as well as all fertilizers, pesticides, and herbicides may be excluded from the Verification Process at this time.
Variance #0 Approval of a Participant's	Allowed use of this variance is contingent on the Participant demonstrating their role in sustained, active efforts to develop Non-GMO Project compliant sources of these inputs. The Non-GMO Project Standard's Product
Variance #9 – Approval of a Participant's Co-Processed Products Based on a Process Certification Combined with Analytical Testing.	Verification Program follows a process-based approach that is supported by testing at strategic points in the supply chain, as applicable and taking into consideration the other variances of this Standard. The Non-GMO Project acknowledges that pre-existing contractual agreements between certain Participants (e.g., brand owners) and their contracted processors, may pose barriers to enrollment in the early stages of the Program. This variance enables Participants who manufacture their products in contracted facilities (also known as co-packers or co-processors) to more quickly enter the Program while still adhering to the Program's process-based approach.
	Under this variance, any manufactured product

V9 32/36 10/9/12

that is made by an operation contracted by the Participant may be evaluated and approved under the PVP as long as it is a product of a system that has been designed to avoid GMOs. Examples of such systems are organic certification and other identity preservation systems. All such systems are subject to review by the Technical Administrator, especially in cases where parallel processing occurs within the certified system. For example, processing certified organic soybeans in both Non-GMO Project verified and non-verified forms. In such cases lot by lot identity preservation will likely be necessary.

The Participant and/or the contracted operation provides evidence of testing as described in Variance #7 of the Non-GMO Project Standard.

Allowed use of this variance is contingent on the Participant having a defined plan for bringing contracted operations into full enrollment in the PVP within a defined time frame, not to exceed three years, to be reviewed and approved by the Technical Administrator with oversight by the Standards Committee.

Variance #10—"Made with" claims for certain products containing livestock and bee product inputs

Relates primarily to Section 2.6. and section 4.5.1

Under this variance, certain products made with livestock and bee product inputs may use a "Made with" claim in accordance with the following guidelines:

- (i) Livestock/bee product inputs may not collectively constitute more than 25% of the product, and may not be a defining ingredient (appearing in the product name).
- (ii) The product must contain approved major, high-risk inputs other than those from the livestock/bee products (e.g. corn meal, soy flour, etc. constituting more than 5% of the product).
- (iii) The "made with" claim may only be made in relation to approved

V9 33/36 10/9/12

	major, high-risk inputs. For example, a corn chip with a seasoning blend containing more than 5% of an unverified dairy ingredient could claim "Made with Non-GMO Project Verified Corn." (iv) The "made with" claim is a text only claim. The Non-GMO Project Verification Mark may not be used on products approved under this variance. For more details, see the Non-GMO Project Licensing Agreement. (v) If the product contains dairy inputs, supplier affidavits must show that no recombinant bovine growth hormone (rBGH, rBST) was used. Allowed use of this variance is contingent on the Participant demonstrating their role in sustained, active efforts to develop Non-GMO Project compliant sources of livestock and bee
	products.
	I/Processing Inputs, Production Inputs, and ms with GMO Risk
Crops - The following crops carry risk of being genetically engineered, because engineered varieties of these crops are grown	These crops may not be used in Non-GMO Project approved products unless verified as compliant with the Non-GMO Project
large scale in North America and certain other parts of the world:	Standard.
Alfalfa	
Canola	T.
Corn	Except popcorn
Cotton	
Papaya Soy	
Sugar beets	
Zucchini and yellow summer squash	
Zucenini and yenow summer squasii	1
Animal Derivatives - These include products derived from cattle, sheep, pigs, chickens, and other common livestock, fowl, and fish, and include the following:	Most animal-derived products have GMO risk because soy, corn, cottonseed, and canola are commonly used in feed. Micro Inputs for feed such as vitamins may also carry risk of not being compliant with the Non-GMO Project Standard (see below).
	· · · · · · · · · · · · · · · · · · ·

V9 34/36 10/9/12

Milk Meat Eggs	These animal derivatives may not be used in Non-GMO Project approved products unless verified as compliant with the Non-GMO Project Standard. Hides and skins are also included in this category.
Honey and other bee products	Due to potential for contamination with GMO crop pollen.
Livestock Production Inputs	The following inputs may not be used unless verified as compliant with the Non-GMO Project Standard.
rBGH, rBST (recombinant Bovine Growth Hormone or recombinant Bovine Somatotropin)	
Semen	See Guidance at 1.2.1.6.
Vaccines	
Veterinary Medicines	
Microbes and microbial products	
Enzymes, including chymosin	
Microbial cultures and starters	Including yeast.
Processed/processing inputs and	The following is a non-exhaustive list of
ingredients, and related derivatives, derived from crops, livestock, or microorganisms:	derivatives with high GMO risk that are commonly used in food production. It is meant to provide examples of materials that will be considered high-risk in the Non-GMO Project Product Verification Program. The following inputs may not be used unless verified as compliant with the Non-GMO Project
Amino Acids	Standard.
Aspartame	
Ascorbic Acid, Sodium Ascorbate, Vitamin C	
Citric Acid, Sodium Citrate	Derived from glucose syrup.
Ethanol	Derived from corn or GMO sugar beets.
Flavorings, "natural" and "artificial"	Also the carrier may have GMO risk.
High-Fructose Corn Syrup	Anso the carrier may have Givio lisk.
Hydrolyzed Vegetable Protein	
Lactic acid	
Maltodextrins	
Manuacaulis	

V9 35/36 10/9/12

Microbial growth media	
Molasses	Derived from sugar beets, beginning 2008
	crop.
Monosodium Glutamate	
Sucrose	Derived from sugar beets, beginning 2008
	crop.
Textured vegetable protein	Including soy protein,
Xanthan Gum	
Vitamins	Vitamin A (various forms), Vitamin B6 (pyridoxine hydrochloride), Vitamin B12 (cyanocobalamin), Vitamin C (ascorbic acid), and Vitamin E (various forms) are known to have GMO risk. Vitamins in general are often formulated with dispersants and related ingredients that also have GMO risk (e.g., corn oil).
Yeast products	

APPENDIX C: List of Monitored Crops		
Crops - The following crops carry potential	Monitored crops include those for which	
risk of being contaminated with GMOs:	suspected or known incidents of contamination	
	have occurred, and those crops which have	
	genetically modified relatives in commercial	
	production with which cross-pollination is	
	possible.	
Beta vulgaris, (e.g., chard, table beets)	Cross pollination risk from GM sugar beets	
Brassica napa (e.g., rutabaga, Siberian kale)	Cross pollination risk from GM canola	
Brassica rapa (e.g., bok choy, mizuna, Chinese	Cross pollination risk from GM canola	
cabbage, turnip, rapini, tatsoi)		
Curcubita (acorn squash, delicata squash, patty	Cross-pollination risk from GM squash	
pan squash, pumpkin, and spaghetti squash)		
Flax		
Rice		

V9 36/36 10/9/12

EXHIBIT 10

3:12-cv-02664-CRB: STIPULATED UNDERTAKING AND [PROPOSED] ORDER

28

Plaintiff Richard Trammell ("Plaintiff") and Defendant Barbara's Bakery, Inc., ("Defendant" or "Barbara's Bakery") by and through their undersigned counsel, stipulate and agree as follows:

WHEREAS, Plaintiff and Defendant have entered into a Settlement Agreement ("Stipulation of Settlement") in the above captioned action to which this Stipulated Undertaking and Proposed Order is an exhibit;

WHEREAS, all capitalized terms used herein, without definition, shall have the same meaning, force and effect given to them Stipulation of Settlement;

WHEREAS, Class Counsel and their respective law firms desire to give an undertaking for the possible repayment of their award of the Attorneys' Fees and Expenses, as may be required by Section IX.D. of the Stipulation of Settlement.

NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as individuals and as officers of their law firm, hereby submit themselves and their law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

In the event that the Final Order in the Action is reversed or modified on appeal, in whole or in part, Class Counsel shall, within ten (10) business days after the order vacating or modifying the Final Order becomes final, repay to Defendant or any of its successors or assigns, a portion or all of the Attorneys' Fees and Expenses paid to Class Counsel in the amount vacated or modified.

In the event the Final Order is not reversed on appeal, in whole or in part, but the Attorneys' Fees and Expenses awarded by the Court are vacated or modified on appeal, Class Counsel shall, within ten (10) business days after the order vacating or modifying the award of Attorneys' Fees and Expenses becomes final, repay to the Fund, a portion or all of the Attorneys' Fees and Expenses paid from the Fund to Class Counsel in the amount vacated or modified.

Any action that may be required thereafter may be addressed to this Court on shortened notice, but not less than five (5) court days.

This Undertaking and all obligations set forth herein shall expire upon finality of all appeals of the Final Order, or upon the Final Settlement Date, whichever is earlier.

In the event Class Counsel fails to repay to the Fund, Defendant, or any of its successors or

1	assigns any of the Attorneys' Fees and Expenses that are owed pursuant to this Undertaking, the Cour	
2	shall, upon application of such entity and notice to Class Counsel, summarily issue orders, including	
3	but not limited to judgments and attachment orders against Class Counsel, and each of them, and may	
4	make appropriate findings for sanctions for contempt of court.	
5	The undersigned stipulate, warrant, and represent that they are equity partners in their law firm	
6	and have both actual and apparent authority to enter into this stipulation, agreement, and undertaking	
7	on behalf of their respective law firms.	
8	This Undertaking may be executed in one or more counterparts, each of which shall be	
9	deemed an original but all of which together shall constitute one and the same instrument.	
10	Signatures by facsimile shall be as effective as original signatures.	
11	The undersigned declare under penalty of perjury under the laws of the State of California and	
12	the United States that they have read and understand the foregoing and that it is true and correct.	
13	IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:	
14		
15	AGREED TO BY CLASS COUNSEL	
16	TINA WOLFSON	
17	AHDOOT & WOLFSON, PC	
18		
19	By: Date: TINA WOLFSON	
20	For herself and on behalf AHDOOT & WOLFON, PC	
21	ROBERT AHDOOT	
22	AHDOOT & WOLFSON, PC	
23		
24	By: Date: Robert Ahdoot	
25	For himself and on behalf of AHDOOT & WOLFSON, PC.	
26		
27		
28	2	
	2.12 ov 02664 CDD, CTIDULATED UNDERTAKING AND IDDODOGEDLODDED	

Case 1:12-cvG@55311-12VFK0R664-CR6BunDentu80erF37edL04/26/26034P25g1e325Bagfe3526fPageID#: 484

Attachment 2

TINA WOLFSON, SBN 174806 twolfson@ahdootwolfson.com ROBERT AHDOOT, SBN 172098 rahdoot@ahdootwolfson.com 3 THEODORE W. MAYA, SBN 223242 tmaya@ahdootwolfson.com AHDOOT & WOLFSON, P.C. 5 10850 Wilshire Boulevard, Suite 370 Los Angeles, California 90024 6 Tel: 310-474-9111; Fax: 310-474-8585 7 Counsel for Plaintiff RICHARD W. TRAMMELL 8 9 10 UNITED STATES DISTRICT COURT 11 NORTHERN DISTRICT OF CALIFORNIA 12 13 RICHARD W. TRAMMELL, individually and on Case No. 12-CV-02664-CRB 14 behalf of all others similarly situated, PLAINTIFF'S MOTION FOR 15 PRELIMINARY APPROVAL OF CLASS 16 **ACTION SETTLEMENT** Plaintiffs, 17 v. Date: June 14, 2013 Time: 10:00 A.M. 18 BARBARA'S BAKERY, INC. a California Place: Courtroom 6 (17th Floor) corporation; and DOES 1-50, 19 The Honorable Charles R. Breyer, Presiding 20 **Defendants** 21 22 23 24 25 26 27 28 12-CV-02664-CRB: MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD: 1 PLEASE TAKE NOTICE that, on June 14, 2013, at 10:00 AM, or at such other date and time 2 as the Court may provide, in Courtroom 6 of the above-entitled Court, the Honorable Charles R. 3 Breyer, Presiding, Plaintiff Richard W. Trammell ("Plaintiff") will and hereby does move the Court for 4 an Order: 5 Preliminarily approving a class action settlement of this matter, pursuant to the terms and 6 7 conditions of the Settlement Agreement filed concurrently herewith. 8 This Motion is made pursuant to Federal Rule of Civil Procedure 23, and is based upon: this Notice; the attached Memorandum of Points and Authorities; the concurrently filed Declarations of Tina Wolfson ("Wolfson Decl."), Elisa Odabashian ("Odabashian Decl."), Mary Haley ("Haley 10 Decl."), David K. Rey (Rey Decl."), and Shannon R. Wheatman ("Wheatman Decl."); the proposed 11 Settlement Agreement and the exhibits thereto; and such evidence and argument as the Court may 12 consider appropriate or as may be presented at or before any hearing on this motion. 13 14 AHDOOT & WOLFSON, PC Dated: April 24, 2013 15 16 /s/ Tina Wolfson Tina Wolfson, Esq. 17 10850 Wilshire Blvd., Suite 370 18 Los Angeles, California 90024 Tel: 310-474-9111; Fax: 310-474-8585 19 20 Attorneys for Plaintiff, Richard W. Trammell 21 22 23 24 25 26 27 28

TABLE OF CONTENTS Introduction and Summary of Argument......1 2. Any Residual Funds Would Be Distributed to Charitable Organizations Agreement to Modify Product Labeling and Advertising......5 Agreement to Eliminate GMO Ingredients from Certain Eligible Products......6 Attorneys' Fees and Expenses......6 IV. A. The Proposed Settlement Meets The Standards for Preliminary Approval......9 B. The Proposed Settlement Resulted from Intensive Arm's Length Negotiations Between Well-Informed and Experienced Counsel Based on Adequate Discovery......9 2. Any Residual Cy Pres Award Also Would Benefit the Class and Be Related 3. Defendant Will Modify Its Labeling, Advertising, and Manufacturing to 12-CV-02664-CRB: MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT

Case 1:12-cv-05543:1/2/Fd/v-B26/64-D0FcBm Protc30neFitled 04/1/26/25/36e 25/6e4 55/25 ageID #: 489

TABLE OF AUTHORITIES Cases 12-CV-02664-CRB: MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT

Case 1:12-cv-05543:-1/2/Fd/v-B26/64-100FcBmDrotc360neFrit@d 0/4//25//36ge 2@0ge6 5525PageID #: 491

1	Zeisel v. Diamond Foods, Inc., No. C 10-01192, 2011 WL 2221113 (N.D. Cal. June 7, 2011) 15, 16		
2	Other Authorities		
3	H. Newberg & A. Conte, Newberg on Class Actions (4th ed. 2008)		
4	Manual for Complex Litigation, Fourth (2004)		
5	Rules		
6	Fed. R. Civ. P. 23		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
	12-CV-02664-CRB: MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT		

MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to the terms and conditions of the proposed Settlement Agreement filed concurrently herewith ("Settlement Agreement"), the parties to this consumer class action respectfully seek preliminary approval of a proposed nationwide settlement (the "Settlement") between Plaintiff and Defendant, Barbara's Bakery, Inc. ("Defendant" and, together with Plaintiff, the "Parties").

Plaintiff's claims are premised, *inter alia*, on Defendant's advertising and sale of food products labeled "All Natural," which, Plaintiff alleges, were made with ingredients derived, in whole or in part, from genetically modified organisms ("GMOs") and other synthetic and artificial ingredients. (These products are referred to herein and in the accompanying Settlement Agreement as the "Eligible Products.")

I. Introduction and Summary of Argument

The proposed Settlement, which was reached after extensive discovery, arms-length negotiations, and two rounds of mediation with retired Northern District Judge Eugene F. Lynch, provides real and significant benefits to the proposed Class. The Settlement provides for cash payments of up to \$100 to Class Members who purchased Eligible Products and submit claims, mandates changes to Defendant's labels that fully address the allegations of Plaintiff's complaint, and includes a change to Defendant's manufacturing processes to eliminate GMOs from many of the Eligible Products and to comply with a third-party verification program known as The Non-GMO Project, which is the premier program of its kind in the country. Defendant already has submitted more than a dozen of the Eligible Products to the Non-GMO Project and had those products non-GMO verified. The Settlement is fair and merits preliminary approval.

Under the proposed Settlement, a \$4 million non-revertible fund will be created to refund money paid for Eligible Products to Class Members. Class Members who submit properly completed claim forms will be refunded up to \$100 for purchases of Eligible Products, based on the total retail amount they paid during the Class Period. The amount received by Class Members who submit claims is significant and should meet or exceed amounts they could hope to receive were the case to proceed to trial.

The parties have designed a thorough notice program that should reach many Class Members, and the size of the recovery available to those Class Members under the proposed Settlement is likely to motivate many of them to submit claims. However, in the event any residual funds remain, they will be distributed to two proposed *cy pres* recipients who were selected because their charitable work is related to Plaintiff's claims in this action and because they provide benefits to members of the proposed settlement class.

Additionally, Defendant will alter its advertising in ways designed to address the wrongdoing alleged in Plaintiff's complaint. Defendant will be precluded from labeling any Eligible Products, or any other products containing GMOs or synthetic and artificial ingredients, as "all natural," "no artificial additives," "no artificial preservatives," or "no artificial flavors." (Settlement Agmt. § IV.E.1.)

Defendant also agrees to use reasonable efforts to continue to change its manufacturing processes to remove GMOs from many of the Eligible Products and have its products verified non-GMO by the Non-GMO Project. Consumers who choose to avoid foods containing GMO will now have the option of purchasing Eligible Products that meet the Non-GMO Project's strict standards. This relief is particularly valuable to Class Members in light of the fact that the vast majority of corn grown in the U.S. is GMO. *See* http://www.nongmoproject.org/learn-more/what-is-gmo/ ("approx. 88% of U.S. crop in 2011").

The non-monetary components of the Settlement, including the changes to Defendant's labeling practices, manufacturing processes, and its participation in the Non-GMO Project, provide real value to the Class beyond the non-revertible \$4 million Fund and will cost Defendant approximately \$1.1 million to implement. These efforts also are predicted to cost Defendant approximately \$1.2 million per year going forward. No part of these costs, however, will be paid out of the \$4 million Settlement Fund. All of these monetary and non-monetary benefits are achieved without the substantial risks and costs that the Class would incur should the litigation continue.

The proposed Settlement is well "within the range of possible approval" and thus justifies preliminary approval. *E.g.*, *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). Accordingly, Plaintiff requests the Court issue the accompanying Proposed Order that would,

among other things, (1) preliminarily approve the Settlement, (2) conditionally certify the proposed settlement-only Class, (3) appoint Plaintiff as Class representative and Plaintiff's counsel as Class counsel, (4) direct notice dissemination, and (5) set a date for a hearing on Final approval after notice has been disseminated to the Class. *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1097 (9th Cir. 2008) (holding district court should schedule fairness hearing when presented with proposed class action settlement).

II. The Proposed Settlement

Under the Settlement, the Class is:

all persons who, during the Class Period, purchased in the United States any of the Eligible Products. Excluded from the Class are: (a) Barbara's Bakery's board members or executive-level officers, including its attorneys; (b) persons who purchased the Eligible Products primarily for the purpose of resale; (c) retailers or re-sellers of the Eligible Products; (d) governmental entities; (e) persons who timely and properly exclude themselves from the Class as provided in the Agreement; (f) persons who purchased the Eligible Products via the Internet or other remote means while not residing in the United States; and (g) the Court, the Court's immediate family, and Court staff.

(Settlement Agmt. § II.A.11.)

"Eligible Products" include a wide array of Defendant's Cereals, Cereal Bars, Granola Bars, Cheese Puffs, Baked Cheese Puffs, Snackimals Animal Cookies, Organic Mini-Cookies, Snack Mixes, and Crackers. (*Id.* § II.A.18.) The "Class Period" is the period from May 23, 2008, up to and including the date of the first dissemination of the Summary Settlement Notice or Class Notice, whichever is earlier. (*Id.* § II.A.11.)

A. Settlement Benefits

1. The Settlement Fund and Payments to Class Members

Under the Settlement, Defendant will create a \$4 million non-revertible fund (the "Settlement Fund") for the benefit of the Class. (Settlement Agmt. §§ II.A.30, IV.) The proceeds in the Settlement Fund will be distributed to Class Members and will be used to pay Plaintiff's reasonable attorneys' fees and costs, which will be determined by the Court after a hearing but will not exceed 25% of the Settlement Fund; a reasonable incentive award to Plaintiff, which will be determined by the Court after a hearing but will not exceed \$2,500; and the costs of notice and administration of the

2

3

4 5 6

8 9 10

11 12

13 14 15

16 17 18

20

21

22

19

23 24

25

26

27 28 the Settlement, which are estimated at \$786,350 and will not exceed \$875,000. (Wolfson Dec. ¶ 10; Settlement Agmt. §§ IV.A, IV.C.)

Class Members are eligible to receive an amount of up to \$100, depending on the amount a particular Class Member spent on Eligible Products, and depending on the number of Class Members who submit Claims. Specifically, Class Members are entitled to the following maximum amounts: \$100 if their total purchases of Eligible Products amount to more than \$100; \$75 if their total purchases of Eligible Products amount to more than \$75, up to and including \$100; \$50 if their total purchases amount to more than \$50, up to and including \$75; \$25 if their total purchases amount to more than \$25, up to and including \$50; \$10 if their total purchases amount to more than \$10, up to and including \$25; or \$5 if their total purchases amount to \$10 or less. (Id. § IV.C.) Thus:

CLASS MEMBERS WHO SPENT:	COULD RECEIVE A MAXIMUM OF:
More than \$100.00	\$100.00
\$75.01 to \$100.00	\$75.00
\$50.01 to \$75.00	\$50.00
\$25.01 to \$50.00	\$25.00
\$10.01 to \$25.00	\$10.00
\$10.00 or less	\$5.00

If the total amount of eligible and approved claims exceeds the total amount available for distribution, then each claim will be proportionately reduced. (Id. § IV.D.1.)

Class Members may recover these amounts by timely submitting a simplified Claim Form (attached as Ex. 1 to the Settlement Agreement) either online at a website specifically set up for the Settlement (www. BarbarasBakerySettlement.com) or by U.S. Mail. The amounts paid to individual Class Members are designed to provide a substantial recovery that is based on the full retail price of the Eligible Products that Class Members purchased, thereby providing generous compensation to claimants as measured by any theory of damages, whether based on a theory of restitution of the full amounts Class Members paid or based on any other theory that would compensate Class Members for a lesser portion of their purchase price.

2. Any Residual Funds Would Be Distributed to Charitable Organizations Whose Work Is Related to Plaintiff's Claims and Benefits the Class

While the Settlement is designed to maximize claims, any money that remains after distribution to the Class and payment of fees and specified expenses will be donated to non-profit organizations that support projects that will benefit the Class, and whose objectives are related to Plaintiff's causes of action. (Settlement Agmt. § IV.D.2.) None of the \$4 million fund will revert to Defendant. (*Id.*)

Specifically, the parties agree that, subject to Court approval, the following non-profit organizations would be appropriate recipients of any funds remaining in the Settlement Fund after all Claims and other specified expenses are paid: Consumers Union of the United States, Inc., and Action for Healthy Kids. Under the Settlement these organizations would split any residual funds equally.

Consumers Union is the non-profit policy and advocacy arm of Consumer Reports and has a long history of fighting for accurate labeling and working to educate and protect consumers in the marketplace. (Odabashian Decl. \P 2.) The nonprofit organization will use any Settlement funds to support its mission of protecting consumers from false advertising, as well as meeting the national demand by universities, academic societies and the media for fact-based research, surveys, expert testimony, talks, and panel participation on genetically engineered food. (*Id.* \P 9.)

Action for Healthy Kids is a non-profit organization that promotes education of children and parents regarding proper nutrition, healthy living, healthy food ingredients, and understanding food labeling in order to fight childhood obesity, undernourishment and physical inactivity. (Haley Decl. \P 2.) Action for Healthy Kids will use any Settlement funds toward its educational efforts in support of its mission of fostering sound nutrition in children and its vision of helping children develop the lifelong habits necessary to promote health. (*Id.* \P 12.)

3. Agreement to Modify Product Labeling and Advertising

The Settlement requires Defendant to modify the labeling and all advertising of the Eligible Products to exclude claims that the Eligible Products are "all natural" and that they include "no artificial additives," "no artificial preservatives," or "no artificial flavors." (Settlement Agmt.

1 | § 2 | or 3 | Fi 4 | in 5 | w 6 | th

§ IV.E.1.) The Settlement Agreement also prohibits Defendant from including similar representations on any other products that it may produce containing GMOs or artificial or synthetic ingredients. Finally, Defendant will not be permitted to represent that any of its products are free of GMO ingredients, but will be able to include the Non-GMO Project Seal on particular product labels, if and when Defendant complies with the Non-GMO Project's Product Verification Program with respect to those products. (*Id.*)

4. Agreement to Eliminate GMO Ingredients from Certain Eligible Products

The Settlement Agreement includes additional relief under which Defendant agrees to use reasonable efforts to eliminate the use of GMO ingredients in most of the currently sold Eligible Products and, furthermore, to participate in the Non-GMO Project's Product Verification Program with respect to these products. (Settlement Agmt. § IV.F.) This will require Defendant to comply with a process-based program designed to assess compliance with the Non-GMO Project Standard, which is incorporated into the Settlement Agreement as Exhibit No. 10. (*Id.*)

The non-monetary components of the Settlement, including the changes to Defendant's labeling practices, manufacturing processes, and its participation in the Non-GMO Project, will cost Defendant approximately \$1.1 million to implement and are predicted to cost Defendant approximately \$1.2 million per year going forward. No part of these costs, however, will be paid out of the Settlement Fund. (Rey Decl. ¶ 3.)

5. Attorneys' Fees and Expenses

Defendant agrees not to oppose Plaintiffs' Counsel's application for reasonable attorneys' fees and expenses not to exceed 25% of the Settlement Fund (\$1 million), to be paid out of the Settlement Fund. (Settlement Agmt. § IX.) Defendant also agrees not to oppose a Court-awarded class representative incentive award to Plaintiff up to \$2,500, also to be paid out of the Settlement Fund. (*Id.* at § IX.E.)

B. The Class Notice Program

The Parties have developed a comprehensive notice program with input from Rust Consulting, Inc. ("Rust"), and Kinsella Media, LLC ("Kinsella"), companies that specialize in developing and implementing class action notice plans, whom the Parties engaged as the Settlement Administrator and

as Notice Administrator, respectively. (Settlement Agmt. at § V.A.1.). The details of the notice program, including the methodology underlying its design, are further explained in the concurrently filed Declaration of Shannon R. Wheatman (attached hereto and as Exhibit 8 to the Settlement Agreement), Senior Vice President of Kinsella. Ms. Wheatman is an expert in the dissemination of class action notices and has been involved in some of the largest and most complex national notification programs in the country. (Wheatman Decl. ¶ 5.)

As detailed in Ms. Wheatman's declaration and in the Notice Plan attached to it as Exhibit 1, a broad-based notice program will utilize national consumer magazines, a newspaper supplement, and Internet ad networks in order to meet due process standards and provide the best notice practicable. (*Id.* ¶¶ 19 *et seq.*) Class members will be able to call a toll-free number to request that a Notice be mailed to them or listen to frequently asked questions, and will be able to view documents and submit claims online through a website at <www.BarbarasBakerySettlement.com>. A summary of the Settlement will be emailed directly to Class Members who purchased Eligible Products online, whose email addresses are known to Defendant, with follow up mailing of the Summary Settlement Notice to those Class Members whose emails "bounce" as undeliverable. (*Id.* ¶ 15.)

Ms. Wheatman estimates that 80.1% of the target demographic of Healthy Food Purchasers, which includes the proposed Class, will be reached with an average frequency of 2.3 times. (Id. ¶ 24.)

III. History of the Litigation

Plaintiffs' Counsel began investigating the facts underlying this matter months before filing this action. Plaintiffs' Counsel reviewed and analyzed Defendant's advertising and labeling, retained a consulting expert who assisted in understanding the scientific issues and in evaluating the veracity of Defendant's advertising claims, and conducted an independent investigation of the scientific and factual basis for the advertising of Defendant's products. (Wolfson Decl. at ¶¶ 2-3.)

Plaintiff filed this Action on May 23, 2012, and seeks to certify a class of all consumers in the United States who, during the Class Period, purchased Barbara's Bakery's products. (Second Amended Compl. ¶ 37.) Plaintiff alleges violations of California's Unfair Competition Law, Cal. Bus. & Profs. Code § 17200 *et seq.* ("UCL"); California's False Advertising Law, Cal. Bus. & Profs. Code § 17500 *et seq.* ("FAL"); California's Consumer Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*

6

8

11

13

15

22

23 24

25 26

27

28

("CLRA"); and breach of express warranty. Plaintiff seeks restitution, disgorgement of revenues, injunctive relief, damages, reasonable attorneys' fees and costs, statutory pre-judgment interest, and any other relief the court deems just and proper.¹

Plaintiff's Counsel began conducting extensive discovery early in the litigation. In total, Plaintiff obtained over thirty (30) banker's boxes of documents and approximately seventy (70) Gigabytes (GB) of data through discovery, which concerned: (i) label design and product formulation; (ii) marketing, advertising, media, and public relations; and (iii) financial information. (Wolfson Decl. ¶ 4.)

In addition, Plaintiff's Counsel conducted interviews of primary Barbara's Bakery's corporate witnesses who have been involved with the Eligible Products to address the following subjects: (i) sales and marketing; (ii) labeling; (iii) finance; (iv) document collection and retention; and (v) Barbara's Bakery's efforts to eliminate GMO ingredients from its products. (Id. ¶ 5.)

The Parties began discussing potential settlement early in the litigation, in an effort to resolve the action as efficiently as possible. Counsel engaged in numerous settlement discussions as discovery proceeded. (Id. ¶ 7.) The Parties then engaged in two rounds of mediation, on November 28, 2012, and again on January 11, 2013, with the assistance of retired Northern District Judge Eugene F. Lynch of JAMS, a respected and experienced mediator widely recognized as one of the best available. See http://www.jamsadr.com/lynch/>. The essential terms of the Settlement were agreed upon at the second of these mediation sessions. (*Id.* \P 8.)

Subsequently, the Parties engaged in additional extensive negotiations to finalize and memorialize all aspects of the Settlement Agreement, including each of the 10 exhibits. During this process, the Parties engaged Rust and Kinsella to advise as to the mechanics and specifics of a notice program. The notice program and each document comprising the notice were negotiated and

¹ As discussed in Defendant's Memorandum in Support of Preliminary Approval, after Plaintiff filed this action, several other plaintiffs filed similar actions: Silber v. Barbara's Bakery, Inc., Case No. 1:12-cv-05511-WFK-RLM (E.D.N.Y) was filed on November 5, 2012; Rojas v. Barbara's Bakery, Inc., Case No. CGC-12-525911 (San Francisco Superior Court), was filed on November 7, 2012; and Moro v. Barbara's Bakery, Inc., Case No. 1:12-cv-06087-WFK-RLM (E.D.N.Y.), was filed on December 11, 2012. Defendant's Memorandum addresses the request for injunctive relief concerning these cases that is included in the Proposed Preliminary Approval Order.

exhaustively refined to make them easy to read and understand and to maximize the likelihood of

broad Class Member participation in the claims process. (*Id.* ¶¶ 9-11.)

3

IV.

The Court Should Preliminarily Approve the Proposed Settlement

"[I]f the proposed settlement appears to be the product of serious, informed, non-collusive

Cal. 2006) (same); Satchell v. Fed. Express Corp., C03 2659 SI, 2007 WL 1114010 at *4 (N.D. Cal.

While the Court must undertake a more rigorous analysis at the final fairness hearing,² to

grant preliminary approval, the Court need only find that "that the settlement proposal contains

some merit, is within the range of reasonableness required for a settlement offer, or is presumptively

The Proposed Settlement Resulted from Intensive Arm's Length Negotiations Between

The Settlement is the result of arm's length negotiations between fully informed, experienced

valid." In re Tableware Antitrust Litig., 484 F. Supp. 2d at 1079-80 (citation omitted); MANUAL

FOR COMPLEX LITIGATION, FOURTH, § 21.632 at 321 (2004) (hereinafter, "MANUAL").

Well-Informed and Experienced Counsel Based on Adequate Discovery.

counsel and is, therefore, entitled to "a strong initial presumption that the compromise is fair and

Public policy strongly favors settlement as a means of resolving disputes, and particularly class

5

4

actions. In re Syncor ERISA Litig., 516 F.3d 1095, 1101 (9th Cir. 2008); Class Plaintiffs v. City of Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992); Van Bronkhorst v. Safeco Corp., 529 F.2d 943, 950

6

7

8

9

Α.

10

11

12

13

27

² See, e.g., Churchill Village, LLC v. GE, 361 F.3d 566, 575 & n.7 (9th Cir. 2004) (describing non-

28

(9th Cir. 1976).

The Proposed Settlement Meets The Standards for Preliminary Approval

negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval, then the court should direct that the notice be given to the class members of a formal fairness hearing." In re Tableware Antitrust Litig., 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (emphasis added) (citations

omitted); see also Young v. Polo Retail, LLC, No. C-02-4546 (VRW), 2006 WL 3050861 at *5 (N.D. 14

15 16

17

18 19

20

21

22 23 В.

24

25

26

12-CV-02664-CRB: MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT

Apr. 13, 2007) (applying same standard).

exclusive factors to consider at final approval stage and affirming class action settlement and notice).

1 reas
2 *Corp*3 deal
4 *Cop*5 reas
6 expe

reasonable." *Rolland v. Cellucci*, 191 F.R.D. 3, 6 (D. Mass. 2000); *see also Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009), *vacated on other grounds* 688 F.3d 645 ("We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution."); *In re Sumitomo Copper Litig.*, 189 F.R.D. 274, 280-81 (S.D.N.Y. 1999) ("a 'presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery.") (quoting Manual, Third § 30.42); 5 H. NEWBERG & A. CONTE, NEWBERG ON CLASS ACTIONS § 11.41 at 90 (4th ed. 2008).

Plaintiff's counsel have extensive experience in class action litigation, have been designated class counsel in numerous class actions, and have successfully litigated false advertising and consumer protection class actions in various jurisdictions. (Wolfson Decl. at ¶¶ 12-26.) Similarly, Defense counsel are highly skilled and sophisticated lawyers with extensive class action experience and defended the case vigorously. Courts recognize that the "the experience and views of counsel" should be considered when approving a settlement. *Churchill Village, LLC v. GE*, 361 F.3d 566, 575 & n.7 (9th Cir. 2004).

As explained above, Plaintiffs' Counsel conducted extensive pre-filing investigation as well as post-filing discovery. Plaintiff's counsel thus were well-informed of the facts in order to negotiate a fair settlement. Plaintiff's Counsel also thoroughly analyzed the legal issues in this case, including possible defenses, in order to reach a fair settlement. The extensive Settlement negotiations occurred at arm's length and were assisted by Judge Lynch, a respected mediator at JAMS.

C. The Settlement Is Fair.

1. Class Members Receive Substantial Monetary Benefits.

Under the proposed Settlement, Class members will receive significant payments, up to \$100, that are based on the total purchase price they paid for Eligible Products, which mostly range in price from less than a dollar to approximately nine dollars each. The range of payments to Class Members under the Settlement would provide a substantial benefit to those Class Members submitting claims. The non-revertible Settlement Fund of \$4 million (excluding the value of the non-monetary relief) will permit all Class Members who submit valid claims after a robust notice program to receive monetary relief as good as, if not better than, they could reasonably hope to receive after trial, applying any

potential measure of damages. None of this money will revert to Defendant under any circumstances should the Court approve the Settlement.

The notice program described above and detailed further in the Settlement Agreement and in the Declaration of Shannon Wheatman is comprehensive and likely to reach many Class Members. Far from containing "obvious deficiencies" that might cut against preliminary approval, the Settlement is entirely fair and adequate, and well "within the range of reasonableness required for a settlement offer." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079-80. Accordingly, preliminary approval is appropriate.

2. <u>Any Residual *Cy Pres* Award Also Would Benefit the Class and Be Related to the</u> Claims at Issue.

The potential money Class Members stand to receive by submitting claims is likely to motivate them to do so and payouts to Class Members may completely dispose of the Settlement Fund. Nevertheless, any residual funds would be distributed equally to two non-profit organizations selected because their work provides a benefit to the Class and bears a strong relationship to the claims that Plaintiff asserts in this action. *See Dennis v. Kellogg Co.*, 697 F.3d 858, 865 (9th Cir. 2012) ("A *cy pres* award must be 'guided by (1) the objectives of the underlying statute(s) and (2) the interests of the silent class members," . . . and must not benefit a group 'too remote from the plaintiff class."") (quoting *Six Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1308 (9th Cir. 1990)).

The Class is comprised of U.S. consumers who are interested in purchasing "natural" foods and eating and feeding their families healthier and more nutritious foods. Based on the advertising, the Eligible Products are targeted toward such health-conscious consumers, particularly children and parents purchasing for their children as most of the Eligible Products are cereals and snack foods. The general purpose of the underlying statutes is to stop false advertising. Specifically, this action focuses on labeling food products in a manner that allows Class Members to be informed about what is in the food they are purchasing and consuming so that they can make informed decisions about their nutrition. The proposed charities are a perfect fit for this case both in terms of the Class demographic and the underlying claims.

The work of Consumers Union, fighting for accurate labeling and to educate and protect consumers in the marketplace, is directly related to the objectives of the statutes invoked by Plaintiff in this action and anticipated to directly benefit the proposed Class. (Odabashian Decl. \P 2.) The nonprofit organization will use any Settlement funds to support its mission of protecting consumers from false advertising, as well as meeting the national demand by universities, academic societies and the media for fact-based research, surveys, expert testimony, talks, and panel participation on genetically engineered food. (Id. \P 9.)

The work of Action for Healthy Kids to educate school leaders, public health officials, parents, and students about nutrition, food labeling, and healthy eating habits is directly related to the objectives of the statutes Plaintiff invokes in this action and benefits the proposed Class. Plaintiff alleges that because of Defendant's alleged false advertising concerning the ingredients in the Eligible Products, Plaintiff and the putative class were unable to make informed decisions about the food they were purchasing and consuming. Action for Healthy Kids is a national charity that focuses on educating people, including children and their parents, about nutrition and food labeling so that they can make informed decisions about what food to purchase and consume. Because the primary consumers and purchasers of the Eligible Products, which are mostly cereals and snack foods, are children and their parents, charities dedicated to educating children and their parents about nutrition are especially important to the proposed Class. The education work conducted by Action for Healthy Kids will prevent parents and children falling prey to false advertising in the food industry. (Haley Decl. ¶ 2-12.) Additionally, both organizations' work to effectuate nationwide results, which geographically matches the scope of the nationwide proposed Class. Dennis, 697 F.3d at 865-66.

3. <u>Defendant Will Modify Its Labeling, Advertising, and Manufacturing to Address</u> Plaintiff's Claims.

Defendant's agreement to alter its labeling, advertising, and manufacturing processes provides further, real benefit to the Class, the value of which is not included in the \$4 million figure described above. Indeed, this non-monetary relief will cost Defendant \$1.1 million to implement, and is predicted to cost approximately \$1.2 million more per year going forward. (Rey Decl. ¶ 3.) Defendant agrees to change its labeling and advertising practices so as not to claim the Eligible

3

4 5

6 7 8

10 11

12 13

14 15

16

17

18 19 20

21 22

23 24

25

26

27 28 Products are "all natural" and to eliminate "no artificial additives," "no artificial preservatives," and "no artificial flavors" representations. This relief directly addresses Plaintiff's false advertising allegations.

The Settlement also includes additional relief in the form of Defendant's agreement to make reasonable efforts to modify its manufacturing processes to eliminate GMO ingredients and to participate in the Non-GMO Project's Product Verification Program. This is a substantial benefit to the Class. Consumers who choose to avoid foods containing GMO and were allegedly deceived by Defendant's "all natural" labeling into thinking that the Eligible Products did not contain GMOs will now have the option of purchasing Eligible Products that meet the Non-GMO Project's strict standards.

4. The Risks of Litigation Support Approval.

The Settlement provides all of these significant benefits without the risks, costs, and delays inherent in continued litigation, trial, and appeal of Plaintiff's claims. The expense, complexity, and duration of litigation are important factors considered in evaluating the reasonableness of a settlement. Churchill, 361 F.3d at 577. Litigating this class action through trial would be time-consuming and expensive. As with most class actions, the claims at issue are complex and risky.

Class certification always poses a risk and, in false advertising cases, often involves an expensive and prolonged battle of the experts. If Plaintiff were unable to certify a class, the case would effectively be over, and the Class would gain nothing from continued litigation. Assuming Plaintiff prevailed at class certification, proving liability on the merits would require further risky litigation and additional expert work. Even if Plaintiff successfully passed the certification and liability hurdles, a battle would ensue concerning whether Plaintiff and other Class Members have sustained damages and, if so, the proper measure of those damages, requiring yet more expert testimony and entailing further risks to Plaintiff's and the Class's chances of recovery. Although Plaintiff was confident in his case and was prepared to litigate it through trial, the risks were numerous and real. Accordingly, a settlement that provides significant monetary relief to the Class and overhauls Defendant's advertising and manufacturing practices is fair.

5. The Attorney Fees Are Fair.

The Ninth Circuit has ruled that attorney fees amounting to 25 percent of the total Settlement Fund are a "standard award," and "well within the range for recoveries of this size." *Six Mexican Workers*, 904 F.2d at 1311. Accordingly, the provision in the Settlement Agreement regarding a request for attorney fees and costs not to exceed 25% of the Settlement Fund is presumed fair, and the Court will have the discretion to make an award within this range after revising Class Counsel's motion for an award of attorney fees and costs. (Settlement Agmt. § IX.) Significantly, the attorney fees are based on the Settlement Fund only, and not the total value of the Settlement, which includes the additional costs Defendant will incur to implement the advertising and manufacturing changes (\$1.1 million to implement, \$1.2 million more per year going forward).

V. The Class Should Be Certified for Settlement Purposes

"The settlement class device has been recognized throughout the country as the best, most practical way to effectuate settlements involving large numbers of claims," where the claims are small. In re Prudential Sec. Inc. Ltd. P'ships Litig., 163 F.R.D. 200, 205 (S.D.N.Y. 1995); see also In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 784 (3d Cir. 1995) ("[C]ourts should favor the use of devices that tend to foster negotiated solutions to these actions. Prima facie, this would include settlement classes."). In fact, a settlement class in complex litigation "actually enhances absent class members' opt-out rights because the right to exclusion is provided simultaneously with the opportunity to accept or reject the terms of a proposed settlement." In re Prudential, 163 F.R.D. at 205.

Where a court is passing on the certification question in the context of a proposed settlement class, questions regarding the manageability of the case for trial purposes are not considered. *See Amchem Prods.*, *Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Nonetheless, the remaining requirements under Rule 23 must still be met in settlement-only certification situations. *Id.* As demonstrated below, this case readily satisfies Rule 23 and should be certified as a class action for settlement purposes.

A. The Settlement Class Satisfies the Requirements of Fed. R. Civ. P. 23(a).

Rule 23(a) enumerates four prerequisites for class certification, each of which is met here: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy. Fed. R. Civ. P. 23(a); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998).

1. Numerosity

It is not necessary for Plaintiffs to allege that joining all class members would be impossible. Harris v. Palm Springs Alpine Estates, Inc., 329 F.2d 909, 913-14 (9th Cir. 1964). Nor must a plaintiff establish the precise number or identity of class members. Arnold v. UA Theatre Circuit, Inc., 158 F.R.D. 439, 448 (N.D. Cal. 1994).

Numerosity is presumed where the class is comprised of 40 or more members. *In re Cooper Cos. Inc. Sec. Litig.*, 254 F.R.D. 628, 634 (C.D. Cal. 2009) (citing *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Defendant has sold millions of the Eligible Products, nationwide, during the Class Period. (Wolfson Decl. ¶ 6.) The numerosity requirement is met.

2. Commonality

Rule 23(a)(2)'s commonality requirement is construed liberally and "permissively." *Hanlon*, 150 F.3d at 1019. The requirement is met if class members' grievances share a single common question of law or fact that is capable of class-wide resolution. *Id.* at 1022; *see also Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011).

The commonality element is easily satisfied here because Defendant has engaged in standardized conduct, including making identical statements to each member of the Class on its product packaging, marketing materials and website. *Zeisel v. Diamond Foods, Inc.*, No. C 10-01192, 2011 WL 2221113, at *1 (N.D. Cal. June 7, 2011) (certifying nationwide class of consumers who purchased walnuts that were falsely advertised as having health benefits).

Commonality is met if a common contention exists that is capable of class wide resolution; in other words, commonality exists where, in one stroke, the determination of a contention's truth or falsity will resolve an issue that is central to the validity of each claim. *Dukes*, 131 S. Ct. at 2551. "[I]t is the plaintiff's theory that matters at the class certification stage, not whether the theory will ultimately succeed on the merits." *Alonzo v. Maximus, Inc.*, 275 F.R.D. 513, 519 (C.D. Cal. 2011).

The commonality element is easily satisfied here because Defendant has engaged in the same conduct on a class-wide basis, including making identical statements to each member of the Class on its product packaging, marketing materials and website. *Guido v. L'Oreal, USA, Inc.*, 284 F.R.D. 468, 476-77 (C.D. Cal. 2012) (finding commonality requirement met in false advertising action where defendant's product "was packaged and sold uniformly across the nation"); *Zeisel*, 2011 WL 2221113 at *1 (certifying nationwide class of consumers who purchased walnuts that were falsely advertised as having health benefits).

Here, Class Members' claims involve common questions of law and fact. Plaintiffs' allegations focus on advertising claims related to the Eligible Products during the Class Period. The questions of law and fact common to the Class include whether the Eligible Products were, as represented, "all natural," whether they contained GMOs, and whether they contained synthetic or artificial ingredients. Accordingly, the commonality requirement is satisfied.

3. Typicality

Rule 23(a)(2) requires that the named plaintiff's claims and defenses be typical of the claims and defenses of the class. "Under the rule's permissive standards, representative claims are 'typical' if they are reasonably coextensive with those of absent class members." *Hanlon*, 150 F.3d at 1020.

"[C]ases challenging the same unlawful conduct which affects both the named plaintiffs and the putative class usually satisfy the typicality requirement, irrespective of the varying fact patterns underlying the individual claims." *Chamberlan v. Ford Motor Co.*, 223 F.R.D. 524, 526 (N.D. Cal. 2004) (citation omitted); *see also In re First Alliance Mortgage Co.*, 471 F.3d 977, 991 (9th Cir. 2006) (reasoning that where a "centrally-orchestrated scheme to mislead" is alleged, it is the scheme and not the precise details of any individual's experience that forms the nucleus of the class claims).

Plaintiff's claims are typical because they are based on the same theories as the claims of each of the many class members and because they arise out of Defendant's common labeling, to which there are no unique defenses specific to any one Class Member.

4. Adequacy of Representation

Rule 23(a)(4) requires that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). In the Ninth Circuit, adequacy is a two-part test:

"(1) Do the representative plaintiffs and their counsel have any conflicts of interest with other class members, and (2) will the representative plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Hanlon*, 150 F.3d at 1020.

Plaintiff's interests are fully aligned with those of the class since they bring the same claims for similar remedies under the same legal theories. There are no actual or potential conflicts of interest between Plaintiff and the class members. Moreover, Plaintiff and his counsel have vigorously prosecuted the case and will continue to do so. Plaintiffs' counsel have the requisite expertise and are adequate class counsel. (Wolfson Decl. at ¶¶ 12-26.)

B. The Settlement Class Satisfies the Requirements of Fed. R. Civ. P. 23(b)(3)

Rule 23(b)(3) provides that a class may be certified when:

[T]the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Fed. R. Civ. P. 23(b)(3). Both criteria are met here: common issues predominate and a class action is superior to other methods for adjudicating the claims of the Class.

1. Common Issues Predominate.

The "predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Hanlon*, 150 F.3d at 1022 (quoting *Amchem Prods.*, 521 U.S. at 623). "When common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than an individual basis." *Hanlon*, 150 F.3d at 1022 (internal quotation marks omitted).

In this matter, common issues of law and fact readily predominate. The gravamen of Plaintiff's action, Defendant's alleged false advertising and labeling, hinges on uniform theories of liability and arises from a common and uniform set of facts. Resolution of Defendant's liability to one Class Member will provide resolution for all.

2. A Class Action Is the Superior Method to Settle This Controversy

In a case where there are many class members each with relatively small claims, "no realistic alternative" to a class action exists, and such an action is the preferred method for resolving the dispute. *Valentino v. Carter Wallace, Inc.*, 97 F.3d 1227, 1234-35 (9th Cir. 1996). Under the circumstances presented here, where each Class Member most likely incurred damages that are too small to litigate on an individual basis, a class action is clearly superior to any other mechanism for adjudicating the case.

VI. The Proposed Schedule

The key settlement-related dates (such as the time to complete publication of the Summary Settlement Notice or to opt-out or object) are triggered by the preliminary approval of the settlement and the Fairness Hearing date. The significant settlement-related dates calculated in accordance with the provisions of the Settlement Agreement are as follows (assuming the Court enters the Preliminary Order on June 14, 2013) and Plaintiff requests that the Court set future dates as follows:

EVENT	DATE
Notice dissemination to the Class begins	June 14, 2013 (10 calendar days after entry of the Preliminary Approval Order)
Notice dissemination completed	September 12, 2013 (no later than 90 calendar days after entry of the Preliminary Approval Order)
Parties to file Motion(s) in Support of Final Approval and Plaintiffs to file applications for Attorneys' Fees and Expenses and for Incentive Awards	October 1, 2013 (no later than 14 calendar days before the Objection / Exclusion Deadlines)
Objection / Exclusion Deadlines	October 14, 2013 (115 days after entry of the Preliminary Approval Order)
Parties to file reply briefs in support of final approval and response to objections	November 1, 2013 (7 calendar days prior to Fairness Hearing)
Fairness Hearing	Friday, November 8, 2013, 10:00 AM (Settlement Agreement provides that Fairness Hearing take place not before 90 days after compliance with 28 USC §1715(d) and no later than 185 days after entry of the Preliminary Approval Order)

12-CV-02664-CRB: MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT

Accordingly, the Parties request that the Court schedule the Fairness Hearing 130 days after it 1 2 enters an order granting preliminary approval, or as soon thereafter as the Court's schedule permits. 3 VII. Conclusion If the Settlement is approved, the Parties will avoid protracted litigation and will establish a 4 5 means for the prompt resolution of Plaintiff's claims against Defendant, on a Class-wide bases, providing real and substantial relief to Class Members. Under any circumstances, and particularly 6 when compared to the alternative of long, complex, and uncertain litigation, the proposed Settlement is 7 8 highly beneficial to the Class and fair. Accordingly, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed Settlement, approve the proposed notice program, and set a date for the Fairness Hearing, as set forth in the concurrently filed Proposed Order. 10 11 Respectfully submitted, 12 Dated: April 25, 2013 AHDOOT & WOLFSON, PC 13 14 15 Tina Wolfson 10850 Wilshire Blvd., Suite 370 16 Los Angeles, California 90024 17 Tel: 310-474-9111 Facsimile: 310-474-8585 18 Counsel for Plaintiff 19 Richard W. Trammell 20 21 22 23 24 25 26 27 28

28

12-CV-02664-CRB: WOLFSON DECLARATION

I, Tina Wolfson, declare as follows:

- 1. I am an attorney licensed to practice in all courts in the State of California, and a founding member of the law firm of Ahdoot & Wolfson, PC ("AW"). I submit this declaration in support of my firm's motion for preliminary approval of the proposed Class Action Settlement in the above-captioned case. The matters stated herein are true of my own knowledge or, where indicated, I am informed and believe that they are true. If called upon as a witness, I could and would competently testify to these facts.
- 2. Plaintiffs' counsel began investigating the facts underlying this matter months before this action was filed. Plaintiffs' counsel (i) reviewed and analyzed Defendant's advertising and labeling, (ii) gathered any available substantiation and research relating to the claims made in the subject advertising, and (iii) conducted an independent investigation of the scientific and factual basis for the claims in the advertising of Defendant's products.
- 3. These efforts included retaining a consulting expert, who assisted in understanding the scientific issues involved in evaluating the veracity of Defendant's advertising claims.
- 4. The parties engaged in extensive discovery in this matter. Plaintiff obtained discovery regarding the Eligible Products in the following categories: (i) label design and product formulation; (ii) marketing, advertising, media, and public relations; and (iii) financial information. In total, Plaintiff obtained over thirty (30) banker's boxes of documents and approximately seventy (70) Gigabytes (GB) of data through discovery.
- 5. In addition, Class Counsel conducted interviews of primary Barbara's Bakery's corporate witnesses who have been involved with the Eligible Products to address the following subjects: (i) sales and marketing; (ii) labeling; (iii) finance; (iv) document collection and retention; and (v) Barbara's Bakery's efforts to eliminate GMO ingredients from its products.
- 6. Among other things, discovery revealed that Defendant has sold millions of the Eligible Products nationwide.
- 7. The Parties began discussing potential settlement early in the litigation, and counsel engaged in numerous settlement discussions as discovery proceeded.

- 8. The Parties then engaged in two rounds of mediation, on November 28, 2012, and again on January 11, 2013, with the assistance of retired Northern District Judge Eugene F. Lynch of JAMS, a respected and experienced mediator widely recognized as one of the best available. *See* http://www.jamsadr.com/lynch/. The essential terms of the Settlement were agreed upon at the second of these mediation sessions.
- 9. Subsequently, the Parties engaged in additional extensive negotiations to finalize and memorialize all aspects of the Settlement Agreement, including each of the 10 exhibits. During this process, the Parties engaged Rust Consulting, Inc. ("Rust"), and Kinsella Media, LLC ("Kinsella") as Settlement Administrator and Notice Administrator, respectively, to advise as to the mechanics and specifics of a notice program.
- 10. Rust and Kinsella have estimated the total cost of the nationwide notice program and administration of the Settlement to be \$786,350, and have agreed to a maximum charge of \$875,000.
- 11. The notice program and each document comprising the notice were negotiated and exhaustively refined to make them easy to read and understand and to maximize the likelihood of broad Class Member participation in the claims process.
- 12. AW has extensive experience in class action litigation, and has successfully litigated false advertising and consumer protection class actions in various jurisdictions.
- 13. I graduated Harvard Law School cum laude in 1994 and began my civil litigation career at the Los Angeles office of Morrison & Foerster, LLP, where I defended major corporations in complex actions and represented indigent individuals in immigration and deportation trials as part of the firm's pro bono practice. I then gained further invaluable litigation and trial experience at the firm of Schonbrun & DeSimone, which specialized in representing plaintiffs on contingency basis in civil rights and employee rights cases.
- 14. My partner Robert Ahdoot graduated from Pepperdine Law School cum laude in 1994 where he served as Literary Editor of the *Pepperdine Law Review*. Mr. Ahdoot clerked for the Honorable Paul Flynn at the California Court of Appeals, and then began his career as a civil litigator at the Los Angeles office of Mendes & Mount, LLP, where he defended large corporations and

3

5 6

7 8

10

11 12

13 14

15

16 17

18

19

20

22

23

21

24 25 26

28

27

syndicates such as Lloyds of London in complex environmental and construction-related litigation as well as a variety of other matters.

- 15. Theodore Maya is an attorney at AW working on this matter. He graduated from UCLA Law School in 2002 after serving as Editor-in-Chief of the UCLA Law Review. From July 2003 to August 2004, Mr. Maya served as Law Clerk to the Honorable Gary Allen Feess in the United States District Court for the Central District of California. Mr. Maya was also a litigation associate in the Los Angeles offices of Kaye Scholer LLP for approximately eight years where he worked on a large variety of complex commercial litigations from inception through trial. Mr. Maya was named "Advocate of the Year" for 2007 by the Consumer Law Project of Public Counsel for successful pro bono representation of a victim of a large-scale equity fraud ring.
- 16. Bradley King is an attorney at AW working on this matter. He graduated from Pepperdine University School of Law, where he served as Associate Editor of the Pepperdine Law Review. He worked as a law clerk for the California Office of the Attorney General, Correctional Law Section in Los Angeles and was a certified law clerk for the Ventura County District Attorney's Office. Mr. King began his legal career at a boutique civil rights law firm, gaining litigation experience in a wide variety of practice areas, including employment law, police misconduct, municipal contract, criminal defense, and premises liability cases. At AW, Mr. King focuses on consumer and employment class actions.
- 17. In March 1998, Robert Ahdoot and I founded AW. AW is a top tier law firm specializing in advocating consumer and employee rights. We vigorously litigate against large corporations to vindicate the rights of millions of consumers or employees in protracted, complex litigation, to successful results.
- 18. AW has been appointed class counsel in numerous class actions, and, as founding members, Mr. Ahdoot and I have obtained extensive experience in prosecuting complex class action and representative lawsuits. We have served as plaintiffs' counsel / co-counsel or class counsel and litigated numerous class actions or representative actions against large corporate defendants involving varied consumer rights claims. The following examples of such actions have all been

successfully resolved, and have or will confer millions of dollars worth of benefits to the class or the general public and/or charity beneficiaries, as well as injunctive relief:

- Cassidy v. Reebok, United States District Court ("USDC"), California Central District, Case No. 2:10-cv-09966-AHM.
- Carey v. New Balance, Mass. Dist. Case No. 1:11-cv-10632-LTS & Case No. 1:11-cv-10001-LTS.
- Zadeh v. Chase Manhattan Bank, et al., San Francisco Superior Court ("SFSC") Case
 No. 323715.
- Steinhaus v. American Express Travel Related Services Co., et al., SFSC Case No. 416248.
- Bernard v. MBNA America Bank, et al., SFSC Case No. 408700.
- Shakib v. Discover Bank, et al., SFSC Case No. 416194.
- Baumsteiger v. FleetBoston, et al., SFSC Case No. 408698.
- Lanchester v. Washington Mutual Bank, et al., SFSC Case No. 429754.
- Mirto v. AIG/Granite State Insurance Co. et al., Alameda County Superior Court Case No. HG 04180408.
- Axen v. Ginco International, et al., SFSC Case No. 427033.
- Citizens for Responsible Business v. Rite Aid Corp., et al., SFSC Case No. 414831.
- 19. In addition, AW and Tina Wolfson were named as interim co-lead class counsel in a contested Motion for Interim Lead Class Counsel in a pending false advertising proposed class action entitled *In Re Naked Juice Cases*, C.D. Cal. Case No. 2:11-cv-8276-JAK-PLA, pending before Judge Kronstadt. In *Naked Juice*, Plaintiffs averred factual allegations and causes of action similar to this case, against Naked Juice Co. of Glendora, Inc. (a Pepsico subsidiary). The Parties have announced a settlement in the *Naked Juice* case, and currently are finalizing paperwork related to that settlement.
- 20. In *Citizens for Responsible Business v. Rite Aid Corporation, et al.*, SFSC Case No. 414831, AW prosecuted claims of false and illegal labeling in the herbal supplement industry against 107 retailers and manufacturers, including the Rite Aid Corporation, Wal-Mart Stores, Safeway, The

3

4

5 6

> 7 8

10

11

12 13

14

15 16

17

18

19 20

21

22 23

24 25

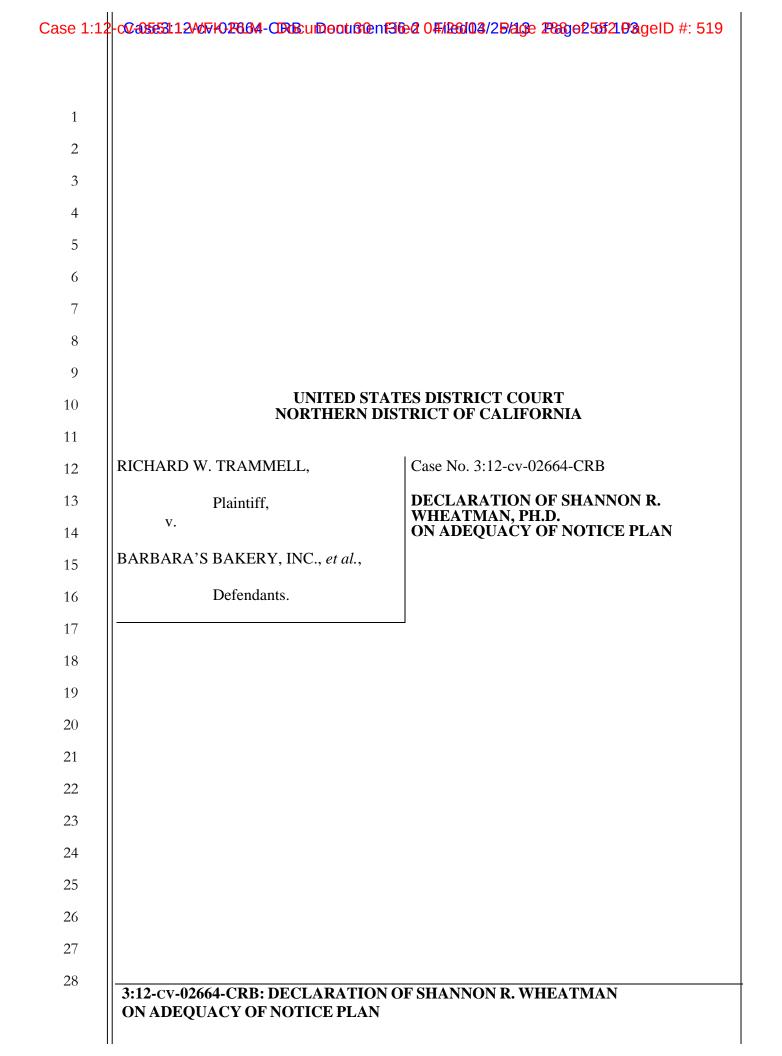
26

27 28

12-CV-02664-CRB: WOLFSON DECLARATION

- Vons Companies, General Nutrition Corporation, Trader Joe's Company, Wild Oats Markets, Ralphs Grocery Company, The Kroger Company, Sav-On Drugs Stores, Albertson's, Walgreen Company, Stater Bros. Markets, Longs Drug Stores, Bally's Total Fitness Corporation, Whole Foods Market, and Target Corporation, who were gleaning millions of dollars from this nationwide practice. AW was successful in completely eradicating the alleged illegal practice in the United States.
- In prosecuting the above actions, AW litigated against some of the largest corporate 21. defendants in the nation, represented by renowned law firms, such as Gibson Dunn, Goodwin Procter, Reed Smith, Stroock & Stroock, Kirkland & Ellis, Morrison & Foerester, Bingham McCutchen, Latham & Watkins, O'Melveny & Myers, Sidley Austin, and so on.
- 22. Further, AW was named a member of the Executive Committee in the consolidated actions entitled Whitaker v. Health Net, Case No. 2:11-cv-00910-KJM, pending in the Eastern District of California, in which plaintiffs allege violations of California law, including the Unfair Competition Law, with regard to a data breach involving Health Net and IBM. AW also was named a member of the Executive Committee in the Sutter Medical Information Cases, Case No. JCCP 4698 (California Superior Court, County of Sacramento).
- 23. In addition, A&W has filed and is prosecuting the following consumer class actions, which are currently pending:
 - Pfeiffer vs. General Mills, Inc., D.N.J. Case No. 2:12-cv-03567-FSH-PS.
 - Parker v. J.M. Smucker Co., N.D. Cal. Case No. 13-cv-00690-SC
 - Hill v. Robert's American Gourmet Food, LLC, N.D. Cal. Case No. 13-cv-00696-DMR
 - Weiss v. City of Los Angeles, LASC Case No. BS141354
- 24. As founding members of AW, Robert Ahdoot and I have also prosecuted actions for violations of wage and hour laws and other employee rights, in the form of class actions and/or representative lawsuits on behalf of wronged employees and/or the general public. Among them are the following actions:
 - Nazlou v. Answer Financial, Inc., LASC Case No. BC323752

TINA WOLFSON, SBN 174806 twolfson@ahdootwolfson.com ROBERT AHDOOT, SBN 172098 rahdoot@ahdootwolfson.com 3 AHDOOT & WOLFSON, P.C. 10850 Wilshire Boulevard, Suite 370 Los Angeles, California 90024 5 Tel: 310-474-9111; Fax: 310-474-8585 6 Counsel for Plaintiff RICHARD W. TRAMMELL 7 8 9 UNITED STATES DISTRICT COURT 10 NORTHERN DISTRICT OF CALIFORNIA 11 12 RICHARD W. TRAMMELL, individually and on Case No. 12-CV-02664-CRB 13 behalf of all others similarly situated, DECLARATION OF SHANNON R. 14 WHEATMAN, PH.D. ON ADEQUACY OF NOTICE PLAN IN SUPPORT OF Plaintiffs, 15 PLAINTIFF'S MOTION FOR v. 16 PRELIMINARY APPROVAL OF CLASS **ACTION SETTLEMENT** 17 BARBARA'S BAKERY, INC. a California corporation; and DOES 1-50, Date: June 14, 2013 18 Time: 10:00 A.M. **Defendants** Place: Courtroom 6 (17th Floor) 19 20 The Honorable Charles R. Breyer, Presiding 21 22 23 24 25 26 27 28 12-CV-02664-CRB: DECL. OF S. R. WHEATMAN ISO MOT. FOR PRELIM. APPROVAL



4

5

6

7 8

10

9

11

12 13

14 15

16

17

18

19 20

21

22 23

24 25

26

27

28

I, Shannon R. Wheatman, being duly sworn, hereby declare as follows:

- 1. I am a Senior Vice President of Kinsella Media, LLC ("KM"), an advertising and notification firm in Washington, D.C. specializing in the design and implementation of class action and bankruptcy notification programs. My business address is 2120 L Street, NW, Suite 860, Washington, D.C. 20037. My telephone number is (202) 686-4111.
- 2. This report will describe my experiences in designing and implementing notices and notice plans, my credentials to opine on the overall adequacy of the notice effort, as well as describe the notices (the "Notice" or "Notices") proposed here for Trammell v. Barbara's Bakery, Inc., including how they were developed and why I believe they will be effective. Attached as **Exhibit 1** is the proposed Notice Plan.

RELEVANT EXPERIENCE

- 3. I have served as a qualified class action notice expert in many major class actions. State and federal courts have accepted my analyses and expert testimony on whether information is effectively communicated to people. My curriculum vitae is attached as Exhibit 2.
- 4. I have testified in court as an expert in Spillman v. RPM Pizza, Inc., No. 10-349 (M.D. La.); PRC Holdings LLC v. East Resources, Inc., No. 06-C-81 (Cir. Ct. W. Va.); Guidry v. American Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish); Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark); and Beasley v. The Reliable Life *Insurance Co.*, No. CV-2005-58-1 (Cir. Ct. Ark). I have been deposed as an expert in *Thomas* v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).
- 5. I have been involved in some of the largest and most complex national notification programs in the country, including: In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.) (involving tens of millions of consumers); In re: Oil Spill by the Oil Rig

12

11

14 15

13

16

17

18

20

19

21 22

23

24

26

25

27 28

"Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, MDL No. 2179 (E.D. La.); Kramer v. B2Mobile, LLC (text messaging case involving 40 million consumers), No. 10-cv-02722 (N.D. Cal.); In Re: Enfamil LIPIL Mkt'g & Sales Pract. Litig. (consumer fraud settlement involving millions of infant formula purchasers), No. 11-MD-02222 (S.D. Fla.); Fogel v. Farmers Group, Inc (\$455 million settlement involving tens insureds), No. BC300142 (Cal. Super. Ct., LA County); In re Katrina Canal Breaches Consolidated Litig. (settlement obtained for Hurricane Katrina and Rita survivors), No. 05-4182 (E.D. La.); Lockwood v. Certegy Check Services, Inc. (data theft settlement involving over 37 million consumers), No. 8:07CV-1434 (M.D. Fla.); Grays Harbor Adventist Christian School v. Carrier Corp. (defective product settlement involving high efficiency furnaces), No. 05-05437 (W.D. Wash.); and many others.

- 6. Courts have admitted my expert testimony on quantitative and qualitative evaluations of the effectiveness of notice programs and several courts have commented favorably, on the record, regarding the effectiveness of notice plans I have done. Selected judicial comments are included in the attached curriculum vitae.
- 7. My qualifications include expertise in the form and content of notice. For example, while serving with the Federal Judicial Center ("FJC"), I played an integral part in the development of the illustrative, "model" forms of notice, designed to satisfy the plain language requirements of Federal Rule of Civil Procedure 23(c)(2). This research formed the basis for my doctoral dissertation, The Effects of Plain Language Drafting on Layperson's Comprehension of Class Action Notices (2001) (Ph.D. dissertation, University of Georgia). To assist judges and attorneys, in state as well as federal courts, the FJC has posted the notices at www.fjc.gov.
- 8. I have authored and co-authored articles on notice and due process. I believe notice and due process depend upon clear communication with the people affected. See, e.g.,

11 12

13

14 15

16

17

18

19 20

21

22 23

24 25

26

27 28 Shannon R. Wheatman & Terri R. LeClercq, Majority of Class Action Publication Notices Fail to Satisfy Rule 23 Requirements, 30 REV. LITIG. 53 (2011); Katherine Kinsella & Shannon R. Wheatman, Class Notice and Claims Administration, in The International Private Enforcement of Competition Law 264-274 (Albert A. Foer & Jonathan W. Cuneo eds., 2010); Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, Do you really want me to know my rights? The ethics behind due process in class action notice is more than just plain language: A desire to actually inform, GEO J. LEGAL ETHICS, 18 (4), 1359-1382 (2005); Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina, 80 Tulane Law Rev. 1771 (2006).

9. KM was retained to design and implement the Notice Program in this litigation. I submit this declaration to describe the elements of the Notice Program.

Overview

- 10. The proposed Notice Program was designed to reach the greatest practicable number of Class Members ensuring that they will be exposed to the Notice, to see, review, and understand it.
- 11. I have been involved in drafting the various forms of Notice described below. All forms of Notice are noticeable, clear, concise, and in plain, easily understood language.
- 12. In developing the Notice Program, it was determined that the most practicable way to reach Class Members is through the use of direct notice, paid media, earned media, and an informational website.
- 13. As detailed below, in my opinion, the Notice Program represents the best notice practicable.

NOTICE PLAN SUMMARY

14. Although each case is unique, the methods and tools used in developing the Notice Program for this Settlement have been employed in many other court-approved notice plans.

Direct Notice

15. Notice will be sent via email or mail to known Class Members who purchased Barbara's Bakery products online of their rights and how they may participate in the Settlement.

16. It is my understanding that Rust Consulting Inc. will make three delivery attempts to any email that bounces back. Rust will also take measures to ensure the maximum deliverability of the emails, including among other things, utilizing a vendor that has contacts with Internet Service Providers ("ISPs") to ensure that the ISPs understand that the emails are non-soliciting.

17. After the Court grants approval to the Notice Plan and Notices, potential Class Members will be sent a Summary Notice in the form of a Postcard Notice or Email Notice.

Publication Notice

- 18. To effectively reach Class Members, KM recommends a paid media program.
- 19. To design the paid media segment of the notice program, KM analyzed syndicated data available from the 2012 Doublebase Survey¹ from GfK MediaMark Research, Inc. ("GfK

¹ GfK MRI produces an annual Doublebase, a study of 50,000+ adults consisting of two full years of data. The MediaMark sample consists of 26,000+ respondents. Fieldwork is done in two waves per year, each lasting six months and consisting of 13,000 interviews. At the end of the interview, the fieldworker presents a self-administered questionnaire that measures approximately 500 product/service categories, 6,000 brands, and various lifestyle activities. Resulting data is weighted to reflect the probabilities of selection inherent in the sample design

MRI"). GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media including broadcast, magazines, newspapers, and outdoor advertising. MRI provides a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics.

- 20. Using GfK MRI, KM selected demographics that encompass the characteristics of Class Members. Media vehicles were then analyzed and selected for their strength and efficiency in reaching these demographic targets.
- 21. KM chose adults 18 years of age or older that bought food labeled as natural or organic ("Healthy Food Purchasers") as the primary target audience. GfK MRI provides specific data on this target audience.
- 22. To effectively reach this Class, KM recommends a broad-based notice program that utilizes national consumer magazines, a newspaper supplement, and Internet ad networks in order to meet due process standards and provide the best notice practicable under the circumstances.
- 23. KM chose the specific consumer magazines listed below because they provide good coverage of Healthy Food Purchasers. The Publication Notice will appear in the following consumer magazines:
 - a. A half-page ad (3.5" x 10") once in *Parents* with an estimated circulation of 2,200,000.
 - b. A half-page ad (3.375" x 10") once in *People* with an estimated circulation of 3,475,000.

and then balanced so that major study demographics match the most recent independent estimates.

- c. A half-page ad (3.5" x 10") once in *Southern Living* with an estimated circulation of 2,800,000.
- 24. The Publication Notice will appear in the following newspaper supplement:
 - d. A two-fifths-page ad once in *Relish* with an estimated circulation of 15,000,000.
- 25. Internet advertising will include the following placements:
 - a. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network. 24/7 Real Media is a network that represents over 5,000 websites.
 - b. A banner advertisement measuring 100 x 100 pixels will appear, on a rotating basis, on Facebook.com, which is a free, global social networking website that helps people communicate with friends, family, and coworkers.
 - c. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Microsoft Media Network, which is a premium ad network of top-ranked commercial sites.
 - d. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Specific Media Network. Specific Media is an online media company that enables advertisers to target audiences through advanced proprietary technologies across a premium network.
 - e. Banner advertisements measuring 728 x 90, 300 x 250, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the Yahoo! Network. Yahoo is a leading Internet brand and global online network of integrated services providing users with entertainment and other quality content.

- 26. For the purpose of evaluating the strength and efficiency of the media, the national consumer magazines, newspaper supplement, and Internet² were measured against the target audience to establish the estimated *reach*³ of the media program and the estimated *frequency*⁴ of exposure to the media vehicles.
 - e. An estimated 80.1% Healthy Food Purchasers will be reached with an average frequency of 2.3 times.
- 27. All print advertising will carry a toll-free number and website address for potential Class Members to request or access the Long Form Notice.

Earned Media

- 28. An earned media program will be implemented in order to amplify the paid media program and provide additional notice to Class Members. The earned media program will feature:
 - f. A press release distributed on PR Newswire's Full National Circuit, reaching approximately 5,000 media outlets and 5,400 websites. The press release will highlight the toll-free telephone number and Settlement website address so that Class Members can obtain complete information.

Online Media

29. A website will be established at www.BarbarasBakerySettlement.com to enable

² MRI does not measure the U.S. territories and possessions newspapers or the trade publications. Therefore, their contribution to the overall reach of the media is not calculated.

³ Reach is the estimated number of different people exposed to a specific vehicle or combination of vehicles. It can be expressed as whole number or percentage of the total population.

⁴ Frequency is the estimated average number of opportunities an audience member has to see the notice.

potential Class Members to get information on the Settlement.

2

3

4 5

6

7

8

9

10

11

12 13

14

15

16

17

18

19

20

21 22

23

24

25

26

27

Other

- 30. A toll-free phone number will be established allowing Class Members to call and request that a Notice be mailed to them or listen to frequently asked questions.
- 31. A post office box will be established allowing Class Members to contact Class Counsel by mail with any specific requests or questions.

THE FORM AND CONTENT OF THE NOTICES

- 32. Attached as **Exhibits C**, **D**, and **E** to the Notice Plan are copies of the Email Notice, Postcard Notice, Long Form Notice, and Publication Notice.
 - 33. The Notices effectively communicate information about the Settlement.
- 34. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in "plain, easily understood language." KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.
- 35. The Summary Notices (Email, Postcard, and Publication Notices) are designed to capture the Class Member's attention with clear, concise, plain language. They direct readers to the case website for more information. The plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. No important or required information is missing or omitted. In fact, these Notices state all required information, without omitting significant facts that Class Members need to understand their rights. The Summary Notices refer readers to the Long Form Notice which is available to those who call or visit the website.

36. The Long Form Notice will be available at the website or by calling the toll-free number. The Long Form Notice provides substantial information, including all specific instructions Class Members need to follow to properly exercise their rights, and background on the issues in the case. It is designed to encourage readership and understanding, in a well-organized and reader-friendly format.

37. In preparing the Notices in this Settlement, I have employed communications methods that are well-established in my field. I have embraced the high standards embodied in the Advisory Committee's notes accompanying the 2003 changes to Rule 23(c)(2):

The direction that the class-certification notice be couched in plain easily understood language is added as a reminder of the need to work unremittingly at the difficult task of communicating with class members.

Conclusion

38. It is my opinion that the reach of the target audience and the number of exposure opportunities to the notice information is adequate and reasonable under the circumstances, and it is consistent with the standards employed by KM in notification programs designed to reach members of settlement groups or classes. The Notice Program as designed is fully compliant with Rule 23 of the Federal Rules of Civil Procedure, and in my opinion, it is the best notice practicable.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Washington, D.C. this 24th day of April 2013.

Shan Wha

Shannon R. Wheatman

EXHIBIT 1



NOTICE PROGRAM

Trammell v. Barbara's Bakery, Inc.

Case No. 12-CV-02664-CRB

United States District Court Northern District of California

TABLE OF CONTENTS

PAGE FIRM OVERVIEW 4 **CASE BACKGROUND** Situation Analysis 6 Class Definition 7 **Notice Program Overview** Program Components 10 Direct Notice 11 12 Paid Media Program Paid Media Placements Summary 13 PAID MEDIA METHODOLOGY 15 **TARGET AUDIENCE** Selection Methodology 17 Demographics 18 Media Usage 20 PAID MEDIA PLACEMENTS Newspaper Supplement 23 24 Consumer Magazines Target Audience's Print Readership 25 Internet Advertising 26 NATIONAL MEDIA DELIVERY 28 **NOTICE DESIGN** Direct Notice 30 Detailed Notice 31 **Publication Notice** 32 Website and Internet Ads 33

EARNED MEDIA PROGRAM	
TOLL-FREE TELEPHONE SUPPORT	35
EXHIBITS	
Exhibit A – KM Case Experience	
Exhibit B – Relish Newspaper Supplement	
Exhibit C – Direct Notice	
Exhibit D – Detailed Notice	
Exhibit E – Publication Notice	

FIRM OVERVIEW

Kinsella Media, LLC ("KM") is a nationally recognized legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 700 notification programs and has placed over \$300 million in paid media notice. A selection of KM's case experience is attached as Exhibit A.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in "plain language" and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and comparable state guidelines.

CASE BACKGROUND

CASE BACKGROUND: SITUATION ANALYSIS

This Notice Program is submitted by Kinsella Media, LLC ("KM") in connection with *Trammell v. Barbara's Bakery, Inc.* in the U.S. District Court for the Northern District of California. This document outlines the efforts that will be made to provide notice of the Settlement to reach consumers.

The lawsuit claims, *inter alia*, that Barbara's Bakery, Inc. manufactured, marketed, and sold various food, cereals, and snack products ("Eligible Products") as "all natural" when the Eligible Products are made with unnatural ingredients. Plaintiff alleges that, as a result, consumers purchased and consumed a product on the false premise that the product is "all natural." The lawsuit claims this conduct violated California's Unfair Competition Law, False Advertising Law, Consumer Legal Remedies Act, and constituted breach of an express warranty.

The goal of the Notice Program is to inform as many Class Members as possible about the Settlement and how it will affect their rights. The Notice Program recommends a paid media approach.

CASE BACKGROUND: CLASS DEFINITION

The Class is defined as:

All persons who, during the Class Period, purchased in the United States any of the Eligible Products. "Eligible Products" means any of the following Barbara's Bakery products, of any size, purchased by Class Members during the Class Period:

· Cereals:

BROWN RICE CRISPS

CORN FLAKES

HIGH FIBER

HOLE 'N OATS

HONEST O'S

ORGANIC APPLE CINNAMON O'S

ORGANIC BREAKFAST O'S

ORGANIC BROWN RICE

ORGANIC BROWN RICE CRISPS

ORGANIC CORN FLAKES

ORGANIC CRISPY WHEATS

ORGANIC HONEY CRUNCH 'N

OATS

ORGANIC HONEY NUT O'S

ORGANIC SNACKIMALS CEREAL

ORGANIC WILD PUFFS

PUFFINS

PUFFIN PUFFS

SHREDDED OATS

SHREDDED WHEAT

SHREDDED SPOONFULS

SHREDDED MINIS

TOASTED OATMEAL FLAKES

ULTIMA ORGANIC

• Cereal Bars:

MULTIGRAIN CEREAL BARS

FRUIT & YOGURT BARS

PUFFINS CEREAL AND MILK BARS

• Cheese Puffs:

BAKED CHEESE PUFFS

CHEESE PUFFS

- FIG BARS
- CRUNCHY ORGANIC GRANOLA BARS
- SNACKIMALS ANIMAL COOKIES
- ORGANIC MINI COOKIES
- · Snack Mixes:

BRUSCHETTA SNACK MIX

HONEY CINNAMON SNACK MIX HONEY MUSTARD SNACK MIX

SALSA SNACK MIX

• Crackers:

CRISP COOKIES

Go Go Grahams

PIZZA AND CHEESE BITES

RITE LITE ROUNDS

WHEATINES

"Class Period" means the period from May 23, 2008, up to and including the date of the first dissemination of the Summary Settlement Notice or Class Notice, whichever is earlier. Excluded from the Class are: (a) Barbara's Bakery's board members or executive-level officers, including its attorneys; (b) persons who purchased the Eligible Products primarily for the purpose of resale; (c) retailers or re-sellers of the Eligible Products; (d) governmental entities;

(e) persons who timely and properly exclude themselves from the Class as provided in the Agreement; (f) persons who purchased the Eligible Products via the Internet or other remote means while not residing in the United States; and (g) the Court, the Court's immediate family, and Court staff.

PAID PROGRAM OVERVIEW

NOTICE PROGRAM OVERVIEW: PROGRAM COMPONENTS

This Notice Program outlines procedures to provide notice of the settlement of *Trammell v. Barbara's Bakery, Inc.* as a class action, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

Based on information provided by Plaintiffs' Counsel, the results of research on Class Members and their response to media and the media habits of the target audience, KM recommends the following two-part notice program.

- > **DIRECT NOTICE:** Direct Notice to potential Class Members will consist of:
 - A summary of the Settlement will be emailed to a list of known Class Members who purchased Barbara's Bakery products online.
 - A Postcard Notice will be sent via first-class mail to a list of known Class Members who do not receive an email notice.
- ➤ PAID MEDIA-BASED NOTICE: After careful research of the demographics of Class Members, KM recommends broad paid media notice comprised of print and Internet vehicles that will reach those Class Members, including:
 - Consumer magazines and a newspaper supplement, and
 - ➤ Internet banner ads on multiple networks and hundreds of targeted websites.
- **EARNED MEDIA:** KM recommends amplifying paid media notice efforts with earned media outreach through a press release sent to major media outlets.

To complement the Notice Program and to ensure Class Members' easy access to updated information, KM recommends a dedicated informational website.

NOTICE PROGRAM OVERVIEW: **DIRECT NOTICE**

Direct Notice will consist of emailing a summary of the Settlement to identifiable Class Members, informing them of their legal rights and how they may participate in or opt-out of the Classes. The Notice will be sent to known Class Members who purchased Barbara's Bakery products online. Any email notices that are returned as non-deliverable after three attempts, will be re-mailed in the form of a Postcard Notice to any known address of Class Member who purchased Barbara's Bakery products online.

NOTICE PROGRAM OVERVIEW: PAID MEDIA PROGRAM

Direct Notice will be provided to all identifiable Class Members. To reach Class Members, KM recommends the use of measurable paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing, and positioning of the message. Newspapers, consumer magazines, television, radio, and the Internet, among other sources, offer paid media opportunities.

In considering which media to use for this case, KM evaluated the media consumption habits of the following target audience: Adults 18 years of age and older that bought food labeled as natural or organic ("Healthy Food Purchasers").

Based on data regarding the target audience's media consumption, KM researched the most appropriate media vehicles that would be best for this case. KM reviewed available consumer magazines, newspaper supplements, and Internet channels for reach of the target audiences as well as compatibility of the editorial.

NOTICE PROGRAM OVERVIEW: PAID MEDIA PLACEMENTS SUMMARY

The following list provides a brief summary of KM's recommended media placements in this case. More detailed information about each publication and its applicability to the target audience in this case appears in the Paid Media Placements section of this plan.

PRINT PUBLICATIONS

Newspaper Supplement

Relish

Consumer Magazines

- Parents
- People
- Southern Living

ONLINE **M**EDIA

Internet Banner Ads

- 24/7 Network
- Facebook.com
- Microsoft Media Network
- Specific Media Network
- Yahoo! Network

PAID MEDIA METHODOLOGY

PAID MEDIA METHODOLOGY

KM notice programs directed to unidentified class members: (1) identify the demographics of class members and establish a target audience, (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure, and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

In the wake of the Supreme Court's decisions in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), the reliability of a notice expert's testimony should be tested against the standards developed within the media industry for determining to what degree and at what frequency a target audience has been reached. In assessing the expert's reliability, the court must determine whether the testifying expert "employs in the courtroom the same level of intellectual rigor that characterizes the practice of an expert in the relevant field." *Kumho*, 526 U.S. at 152. That showing would likely require evidence that the expert's data and methodology are similar to that used by professionals in the relevant field.

In keeping with the *Daubert* and *Kumho* rulings, KM employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience that encompasses the characteristics of class members is the first step in designing the paid media program. KM chooses media vehicles based on their ability to provide effective and cost-efficient penetration of the target audience. Then it measures selected vehicles against the target audience to quantify the reach of the media program and the frequency of exposure to the media vehicles. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- **Reach** is the estimated number of different people exposed to a specific vehicle or combination of vehicles. It can be expressed as whole number or percentage of the total population.
- > Frequency is the estimated average number of opportunities an audience member has to see the notice.

TARGET AUDIENCE

TARGET AUDIENCE: SELECTION METHODOLOGY

To develop a profile of the demographics and media habits of potential Class Members, KM analyzed syndicated data available from GfK MRI's 2012 Doublebase Study¹.

GfK MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited research firm, it provides information concerning magazines, television, radio, Internet and other media to leading national advertisers and over 450 advertising agencies – including 90 of the top 100 in the U.S. GfK MRI's nationally syndicated data are widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the U.S.

Specifically, GfK MRI presents a single-source measurement of major media, products, services, and indepth consumer demographic and lifestyle characteristics. GfK MRI provides data on media usage, audience composition, and other relevant factors pertaining to all major media types as well as the readership of print vehicles.

Therefore, to adequately reach the Class, KM will purchase and measure media against the following primary target:

 Adults 18 years of age and older that bought food labeled as natural or organic ("Healthy Food Purchasers")

_

size and make-up of media audiences. The Doublebase Study consists of two years of Survey of the American

Consumer data. (GfK MRI was known until mid-2010 as Mediamark Research & Intelligence, or MRI.)

¹ Since 1979, GfK MRI's *Survey of the American Consumer* has conducted detailed polling of a large sample of U.S. adults about the media they see and hear and about the products they use. Participants in the survey are identified by age, occupation, income, education and by where they live, among other things. They are asked what magazines and newspapers they read, what TV shows and cable channels they watch, and are asked questions about Internet access and radio formats. Survey data indicate the brands and products they use from among 500 categories and 6000 consumer brands. The data from this survey is used by media practitioners industry-wide to characterize media and product users by demographics and to account for and compare the

TARGET AUDIENCE: **DEMOGRAPHICS**

Based on GfK MRI data, the graph below outlines the demographics of Healthy Food Purchasers and the demographics of adults 18 years and older ("Adults 18+") for comparison purposes:

DEMOGRAPHICS	ADULTS 18+	HEALTHY FOOD PURCHASERS
Gender		
Male	48.4%	31.6%
Female	51.6%	68.4%
Age		
18-24	12.8%	11.3%
25-34	17.9%	17.8%
35-44	17.7%	19.0%
45-54	19.3%	21.0%
55-64	15.5%	18.0%
65+	16.8%	13.0%
Education		
Graduated/Attended College	55.4%	69.7%
Graduated High School	30.8%	22.7%
Household Income ²		
Under \$20,000	13.9%	8.9%
\$20,000 - \$39,999	19.7%	14.5%
\$40,000 - \$59,999	17.0%	15.9%
\$60,000 - \$74,999	10.9%	10.3%
\$75,000+	38.6%	50.4%
\$100,000+	25.1%	33.9%
Ethnicity ³		
Caucasian	76.1%	79.6%
African-American	11.7%	9.4%
Hispanic	14.0%	11.2%
Asian	3.2%	4.1%
Other	9.5%	7.4%

² The total percentages listed do not equal exactly 100% percent because GfK MRI rounds up all percentages to the nearest tenth of a decimal.

³ The GfK MRI *Doublebase Study* allows for multi-classification of an individual's ethnicity. Therefore, the sum of all ethnicities may be greater than 100%.

Location ⁴	ADULTS 18+	HEALTHY FOOD PURCHASERS
A & B "Urban" Counties	71.7%	79.6%
C & D "Rural" Counties	28.3%	20.4%

Based on these data, Healthy Food Purchasers are more likely than the average adult to be/have:

- > Women
- > 25-64 years of age
- Educated
- ➤ A household income over \$75,000
- Living in urban counties

4

⁴ "A" Counties, as defined by A.C. Nielsen Company ("Nielsen"), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the United States. "B" Counties, as defined by Nielsen, are all counties not included under A that have either a population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. "C" Counties, as defined by Nielsen, are all counties not included under A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. "D" Counties are, essentially, rural counties.

TARGET AUDIENCE: MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

KM notice plans focus on the media types used most often by the target audiences. To examine the media habits of the target audience, KM compares the target audience's media usage to that of the average adult 18 years of age and older ("Adult 18+") in usage quintiles reported by GfK MRI. The study ranks respondents based on their amount of exposure to a medium and divides them into five equal-sized groups ("quintiles") from heaviest usage (1) to lightest usage (5).

The media usage of the target audience in each quintile is expressed as an index. An index of 100 is the average adult's usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than the average adult, and an index below 100 indicates a lighter usage of the medium than the average adult.

The target audience's top two quintiles (heaviest and next heaviest usage) for each type of media are:

MEDIA	ADULTS 18+	HEALTHY FOOD PURCHASERS
Magazine		
Quintile 1	100.0	113.0
Quintile 2	100.0	113.0
Newspaper		
Quintile 1	100.0	100.0
Quintile 2	100.0	97.0
Radio		
Quintile 1	100.0	96.0
Quintile 2	100.0	108.0
Television		
Quintile 1	100.0	67.0
Quintile 2	100.0	84.0
Internet		
Quintile 1	100.0	125.0
Quintile 2	100.0	114.0

These data indicate the following regarding the target audience's media consumption habits:

- Heavy consumers of Internet and magazines
- > Average consumers of newspapers and radio
- ➤ Light television viewers

PAID MEDIA PLACEMENTS

PAID MEDIA PLACEMENTS: NEWSPAPER SUPPLEMENTS

Relish is a publication known as a newspaper supplement that is inserted into weekend or Sunday editions newspapers nationwide. These magazines, printed on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, KM recommends this newspaper supplement because of its cost-effective reach capability.

Relish appears in 1,008 papers. A list of the newspapers into which the selected supplement is inserted is attached as Exhibit B.

KM recommends the following newspaper supplement placement:

relish

- ➤ A two-fifths-page ad (4.75" x 6.625") once in *Relish* with an estimated circulation of 15,000,000.⁵
- > Relish is published monthly and is a food-focused newspaper supplement. The magazine brings readers useful cooking tips, recipes, and new products for the kitchen.
- > 37.8% of Healthy Food Purchasers read an average issue of *Relish*.

⁵ The GfK MRI readership estimate for *Relish* is reflective of the broader readership measurement of the newspaper carrier groups into which these supplements are inserted. A custom study, conducted in 2003, by GfK MRI indicates that the actual readership of the supplements is less than that of the carrier papers. While this study provided directional insight into the audience, the data provided is highly variable and insufficient for use in specific computation of reach and frequency. Therefore, the use of carrier paper readership for the newspaper supplements remains an accredited methodology

PAID MEDIA PLACEMENTS: CONSUMER MAGAZINES

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. Heavy readers read 16 or more magazines per month. Weekly magazines quickly accumulate readership and provide timely and efficient notice to readers. KM chose the specific consumer magazines listed below because they are among the highest ranking in coverage of the target audience.

KM recommends the following consumer magazine placements:

Parents

- ➤ A half-page ad (3.5" x 10") once in *Parents* with an estimated circulation of 2,200,000.
- Parents is published monthly and provides information and advice in raising healthy children.
- > 6.6% of Healthy Food Purchasers read an average issue of *Parents*.



- ➤ A half-page ad (3.375" x 10") once in *People* with an estimated circulation of 3,475,000.
- > People is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.
- ➤ 21.8% of Healthy Food Purchasers read an average issue of *People*.

Southern Living

- ➤ A half-page ad (3.5" x 10") once in *Southern Living* with an estimated circulation of 2,800,000.
- > Southern Living is a monthly publication covering food, travel, homes, and gardens between the South's traditional and cosmopolitan attitudes.
- ➤ Healthy Food Purchasers are 24% more likely than the average adult to be *Southern Living* readers.

PAID MEDIA PLACEMENTS: TARGET AUDIENCE'S PRINT READERSHIP

Readership includes both primary readers and pass-along readers. Primary readers purchase a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a doctor's office. The table below indicates the estimated number of readers in the target audience of an average issue of the magazine or newspaper supplement:

PUBLICATION	INSERTIONS	HEALTHY FOOD PURCHASERS
Parents	1	1,374,000
People	1	4,543,000
Southern Living	1	1,670,000
Relish	1	7,866,000

PAID MEDIA PLACEMENTS: INTERNET ADVERTISING

GfK MRI provides data on Internet usage by asking survey respondents about their online usage during the 30 days prior to the survey. According to GfK MRI, 88.2% of Healthy Food Purchasers used the Internet during the last 30 days.

Accordingly, KM recommends incorporating Internet advertising into the Notice Program in order to provide potential Class Members with additional national notice opportunities beyond the broad-reaching print program. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information.

WEBSITE ADVERTISING

KM recommends placing ads on a wide range of websites, enabling maximum exposure opportunities to reach the broad audience of Healthy Food Purchasers. In addition, websites with audiences that are highly comprised of the specific target audiences were also selected. KM also recommends using advanced targeting to reach Healthy Food Purchasers and to optimize based on performance during the campaign. After optimization additional Internet sites may be used to increase exposure to the message. (Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.)

KM recommends 247,000,000+ impressions in the following Web placements:



- ➤ 24/7 Real Media is a network that represents over 5,000 websites.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network.

facebook

- Facebook.com is a free, global social networking website that helps people communicate with friends, family and coworkers.
- A banner advertisement measuring 100 x 100 pixels will appear, on a rotating basis, on Facebook.com.



- Microsoft Media Network is a premium ad network of top-ranked commercial sites.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the Microsoft Media Network.

S^m specificmedia

- > Specific Media is an online media company that enables advertisers to target audiences through advanced proprietary technologies across a premium network.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on the Specific Media Network.

YAHOO!

- Yahoo! is a leading Internet brand and a global online network of integrated services providing users with entertainment and other quality content.
- ➤ Banner advertisements measuring 728 x 90 pixels, 300 x 250, and 120 x 600 pixels will appear, on a rotating basis, on various Yahoo! Web pages.

NATIONAL MEDIA DELIVERY

The paid media program outlined in this plan provides Class Members with multiple exposure opportunities to media vehicles carrying the Notice and delivers the following estimated reach and frequency measurements to the target audience defined by the 2012 ComScore/GfK MRI Media+Fusion (12-12/S12) Study⁶ from GfK MRI and comScore:

An estimated 80.1% of Healthy Food Purchasers will be reached with an average estimated frequency of 2.3 times, delivering at least 38,000,000 gross impressions.⁷

⁶ GfK MRI Net+ Fusion combines GfK MRI's *Survey of the American Consumer* and Nielsen Online's NetView, providing a single-source dataset of off-line and online media usage by American consumers. Nielsen uses a patented metering technology and representative panels of Internet users to collect and report consumer Internet usage. The GfK MRI survey provides data on magazine and newspaper reading, television viewing, radio listening, product consumption, psychographic characteristics, computer and Internet access configurations, and geo-demographic characteristics. Combining the two datasets provides unduplicated audience estimates across print and online media.

⁷ Gross Impressions are the duplicated sum of audiences to the media vehicles containing the notice.

NOTICE DESIGN

NOTICE DESIGN: DIRECT NOTICE

The plain language Email and Postcard Notices (Exhibit C) are designed to alert Class Members to the litigation by using an informative headline. This headline will enable Class Members to quickly determine if they may be affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. The Email and Postcard Notices include all of the substantive information required by Rule 23.

Each notice will prominently feature a toll-free number and website address for Class Members to obtain the Detailed Notice and other information.

NOTICE DESIGN: DETAILED NOTICE

The Detailed Notice (Exhibit D) will be compliant with Rule 23 and consistent with the Federal Judicial Center's "illustrative" class action notices. Specifically, the Detailed Notice will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definition of the class certified;
- The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- \rightarrow The binding effect of a class judgment on members under Rule 23 (c)(3).

The Detailed Notice will prominently feature a toll-free number and website address for Class Members to obtain more information and file a claim.

NOTICE DESIGN: PUBLICATION NOTICE

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires notices in 23(b)(3) class actions to be written in "plain, easily understood language." KM applies the plain language requirement in drafting all notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

The plain language Publication Notice (Exhibit E), is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition and the legal rights available to Class Members. The Publication Notice will include all the substantive information required by Rule 23.

Each advertisement will prominently feature a toll-free number and website address to obtain the Detailed Notice and other information.

NOTICE DESIGN: WEBSITE AND INTERNET ADS

An informational interactive website is a critical component of the Notice Program. A website is a constant information source instantly accessible to millions. In this case, the site will capitalize on the Internet's ability to distribution information and provide access to customer service.

WEBSITE DESIGN

Combining clean site design, consistent site navigation cues and search engine optimization, the website will provide Class Members with easy access to the details of the litigation.

- ➤ CLEAN DESIGN: The site will be designed for ease of navigation and comprehension, with user-friendly words and icons. Clearly labeled content will include the Detailed Notice, court documents, and answers to frequently asked questions. A "Contact Us" page will provide a toll-free number for individuals seeking additional information and the address or email of Class Counsel.
- ➤ ONLINE REGISTRATION/CLAIM FILING: In an effort to make it even easier for Class Members to receive information/make claims, the website will allow users to request hard copies of materials, and/or make a claim online.

INTERNET BANNER AD DESIGN

KM will design Internet banner advertisements to alert Class Members to the litigation by using a bold headline. The headline will enable Class Members to quickly determine if they may be affected by the litigation. When users click on the banner advertisement, they will be connected to the informational website that contains complete information about their legal rights.

EARNED MEDIA PROGRAM

Earned media provides additional notice to Class Members, amplifying the paid media program. Earned media, as opposed to paid media, occurs by disseminating a message about the Settlement to the media without a guarantee that it will appear. KM will distribute the message to media outlets (newspapers, websites, television, and radio stations) hoping to spark press interest and generate coverage.

The earned media outreach for this program will focus primarily on key daily newspapers, websites, wire services, national newspaper bureaus, and major television and radio outlets.

TRADITIONAL PRESS RELEASE

KM will distribute a press release on PR Newswire's US1 national wire, reaching more than 5,500 print and broadcast outlets and more than 5,400 websites and online databases. The press release will highlight the toll-free telephone number and Settlement website address so that Class Members can obtain complete information.

TOLL-FREE TELEPHONE SUPPORT

A toll-free interactive voice response system (IVR) will be established to service Class Members calling as a result of seeing the paid media notice. Callers requesting the Detailed Notice will be prompted to input the telephone number of the residence where they would like to receive the Notice.

The system uses an address look-up database to locate the corresponding address of the resident. A portion of the address will be read back to the caller for address verification. For successful look-ups, the caller will be asked to speak the Class Member's full name and to spell the last name. If the look-up fails, is incorrect, or the call is placed from a rotary dial telephone, callers will be prompted to state their name, address, and telephone number.

EXHIBIT A



Kinsella Media, LLC Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); New England Carpenters Health Benefits Fund v. First DataBank, Inc., No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

2120 L STREET NW, SUITE 860 WASHINGTON, DC 20037 T 202.686.4111 F 202.293.6961 KINSELLAMEDIA.COM

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys "R" Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); Quin v. Masonite Corp., No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald's Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).



Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF(N.D. Cal.) (fire sprinklers).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Titflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).



Weiner v. Cal-Shake, Inc., J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); Continental Casualty Co. v. Rudd, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H.-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

In re U.S. Brass Corp., No.94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).



Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations

In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); Page v. Pension Benefit Guarantee Corp., No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and Continental Casualty Co. v. Rudd, No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).

In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).



International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & County of Santa Clara v. Central Sprinkler Corp., No. CV 17710119 (Cal. Super. Ct. Santa Clara County)

Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaqueimes Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and State of Louisiana v. WilTel, Inc., No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).



EXHIBIT B

Publication	City	State	County	Circulation DMA
The Sand Mountain Reporter	Albertville	AL	Marshall	10,100 HUNTSVILLE-DECATUR (FLOR)
The Outlook	Alexander City	AL	Tallapoosa	3,900 MONTGOMERY (SELMA)
The Andalusia Star-News	Andalusia	AL	Covington	4,450 MONTGOMERY (SELMA)
The Anniston Star	Anniston	AL	Calhoun	22,000 BIRMINGHAM (ANN AND TUSC)
Daily Home	Anniston	AL	Calhoun	9,500 BIRMINGHAM (ANN AND TUSC)
Coosa Valley Advantage	Anniston	AL	Calhoun	17,500 BIRMINGHAM (ANN AND TUSC)
The News Courier	Athens	AL	Limestone	7,226 HUNTSVILLE-DECATUR (FLOR)
The Atmore Advance	Atmore	AL	Escambia	3,200 MOBILE-PENSACOLA (FT WALT)
The Brewton Standard	Brewton	AL	Escambia	3,000 MOBILE-PENSACOLA (FT WALT)
The Cullman Times	Cullman	AL	Cullman	12,125 BIRMINGHAM (ANN AND TUSC)
The Demopolis Times	Demopolis	AL	Marengo	3,000 MONTGOMERY (SELMA)
The Dothan Eagle	Dothan	AL	Houston	31,700 DOTHAN
The Eufaula Tribune	Eufaula	AL	Barbour	5,580 COLUMBUS GA
The Times-Journal	Fort Payne	AL	DeKalb	6,500 HUNTSVILLE-DECATUR (FLOR)
North Jefferson News	Gardendale	AL	Jefferson	4,454 BIRMINGHAM (ANN AND TUSC)
Daily Mountain Eagle	Jasper	AL	Walker	11,044 BIRMINGHAM (ANN AND TUSC)
The Monroe Journal	Monroeville	AL	Monroe	7,000 MOBILE-PENSACOLA (FT WALT)
The Opelika-Auburn News	Opelika	AL	Lee	14,800 COLUMBUS GA
St. Clair News-Aegis	Pell City	AL	St. Clair	3,200 BIRMINGHAM (ANN AND TUSC)
The Randolph Leader	Roanoke	AL	Randolph	7,200 ATLANTA
The Daily Sentinel	Scottsboro	AL	Jackson	5,100 HUNTSVILLE-DECATUR (FLOR)
The Tallassee Tribune	Tallassee	AL	Elmore	4,000 MONTGOMERY (SELMA)
The Messenger	Troy	AL	Pike Elmore	3,333 MONTGOMERY (SELMA) 1,600 MONTGOMERY (SELMA)
The Eclectic Observer	Wetumpka	AL AL	Elmore	
The Wetumpka Herald Blytheville Courier News	Wetumpka Blytheville	AL	Mississippi	4,000 MONTGOMERY (SELMA) 4,949 MEMPHIS
Camden News	Camden	AR	Ouachita	3,959 LITTLE ROCK-PINE BLUFF
The Villager Journal	Cherokee Village	AR	Sharp	2,200 JONESBORO
El Dorado News-Times	El Dorado	AR	Union	9,382 MONROE-EL DORADO
Northwest Arkansas Times	Fayetteville	AR	Washington	64,000 FT. SMITH-FAY-SPRNGDL-RGRS
Cleburne County Sun-Times	Heber Springs	AR	Cleburne	5,025 LITTLE ROCK-PINE BLUFF
Helena-West Helena Daily World	Helena	AR	Phillips	4,090 MEMPHIS
Hope Star	Норе	AR	Hempstead	3,075 SHREVEPORT
The Daily Siftings Herald	Норе	AR	Hempstead	3,075 SHREVEPORT
The Sentinel-Record	Hot Spring	AR	Garland	22,370 LITTLE ROCK-PINE BLUFF
The Jonesboro Sun	Jonesboro	AR	Craighead	20,000 JONESBORO
Arkansas Democrat Gazette Inc	Little Rock	AR	Pulaski	120,000 LITTLE ROCK-PINE BLUFF
Banner-News	Magnolia	AR	Columbia	4,157 SHREVEPORT
Northeast Arkansas Town Crier	Manila	AR	Mississippi	2,000 MEMPHIS
Newport Independent	Newport	AR	Jackson	2,261 LITTLE ROCK-PINE BLUFF
Paragould Daily Press	Paragould	AR	Greene	4,800 JONESBORO
Clay County Times Democrat	Rector	AR	Clay	2,600 JONESBORO
The Courier	Russellville	AR	Pope	8,500 LITTLE ROCK-PINE BLUFF
The News	Salem	AR	Fulton	2,550 SPRINGFIELD MO
The Daily Citizen	Searcy	AR	White	5,208 LITTLE ROCK-PINE BLUFF
Daily Leader	Stuttgart	AR	Arkansas	3,015 LITTLE ROCK-PINE BLUFF
Poinsett County Democrat Tribune	Trumann	AR	Poinsett	1,500 MEMPHIS
The White Hall Journal	White Hall	AR	Jefferson	2,350 LITTLE ROCK-PINE BLUFF
San Pedro Valley News - Sun	Benzon	AZ	Cochise	3,030 TUCSON (SIERRA VISTA)
The Bugle	Cottonwood	AZ	Yavapai	2,450 PHOENIX (PRESCOTT)
The Verde Independent	Cottonwood	AZ	Yavapai	2,499 PHOENIX (PRESCOTT)
The Daily Dispatch	Douglas	AZ	Cochise	4,040 TUCSON (SIERRA VISTA)
Arizona Daily Sun	Flagstaff	AZ	Coconino	11,383 PHOENIX (PRESCOTT)
The Kingman Daily Miner	Kingman	AZ	Mohave	8,314 PHOENIX (PRESCOTT)
Today's News Herald	Lake Havasu City	AZ	Mohave	11,500 PHOENIX (PRESCOTT)
Parker Pioneer	Parker	AZ	Mohave	4,660 PHOENIX (PRESCOTT)
Payson Roundup	Payson	AZ	Gila	6,000 PHOENIX (PRESCOTT)
Ahwatukee Foothills News	Phoenix Proscott	AZ AZ	Maricopa	28,280 PHOENIX (PRESCOTT)
The Daily Courier	Prescott Safford	AZ AZ	Yavapai Graham	16,500 PHOENIX (PRESCOTT)
Eastern Arizona Courier Sedona Red Rock News	Sarrora Sedona	AZ AZ	Coconino	6,666 PHOENIX (PRESCOTT) 5,500 PHOENIX (PRESCOTT)
White Mountain Independent	Show Low	AZ AZ	Navajo	9,000 PHOENIX (PRESCOTT)
Sierra Vista Herald	Silow Low Sierra Vista	AZ AZ	Cochise	10,605 TUCSON (SIERRA VISTA)
Glendale/Peoria Today	Sun City	AZ	Maricopa	30,000 PHOENIX (PRESCOTT)
Gieriaaie/i coria roady	Jan City	74	wiaricopa	30,000 THOLINA (FRESCOTT)

Surprise Today	Sun City	AZ	Maricopa	40,000 PHOENIX (PRESCOTT)
Chandler Tribune/East Valley Tribune	Tempe	AZ	Maricopa	98,000 PHOENIX (PRESCOTT)
Arizona Range News	Willcox	AZ	Cochise	3,131 PHOENIX (PRESCOTT)
Williams-Grand Canyon News	Williams	AZ	Coconion	4,000 PHOENIX (PRESCOTT)
The Sun	Yuma	AZ	Yuma	24,450 YUMA-EL CENTRO
Palo Verde Valley Times(/Quartszite Times)	Blythe	CA	Riverside	4,140 LOS ANGELES
Chester Progressive	Chester	CA	Lassen	2,440 SACRAMNTO-STKTON-MODESTO
Chico-Oroville Enterprise Record	Chico	CA	Butte	28,000 CHICO-REDDING
The Davis Enterprise	Davis	CA	Yolo	10,393 SACRAMNTO-STKTON-MODESTO
Imperial Valley Press	El Centro	CA	Imperial	11,500 YUMA-EL CENTRO
Escalon Times	Escalon	CA	Stanislaus	1,700 SACRAMNTO-STKTON-MODESTO
Escalon Times	Escalon	CA	Stanislaus	1,800 SACRAMNTO-STKTON-MODESTO
Eureka Times Standard	Eureka	CA	Humboldt	30,684 EUREKA
Daily Republic	Fairfield	CA	Solano	19,301 SACRAMNTO-STKTON-MODESTO
Fort Bragg Advocate News	Fort Bragg	CA	Mendocino	5,048 SAN FRANCISCO-OAK-SAN JOSE
Fremont Argus	Fremont	CA	Alameda	22,068 SAN FRANCISCO-OAK-SAN JOSE
The Union	Grass Valley	CA	Nevada	15,000 SACRAMNTO-STKTON-MODESTO
Indian Valley Record	Greenville	CA	Plumas	1,498 SACRAMNTO-STKTON-MODESTO
The Gridley Herald	Gridley	CA	Butte	2,500 CHICO-REDDING
The Hanford Sentinel	Hanford	CA	Kings	15,913 FRESNO-VISALIA
Hayward Daily Review	Hayward	CA	Alameda	24,275 SAN FRANCISCO-OAK-SAN JOSE
Lake County Record Bee	Lakeport	CA	Lake	9,086 SAN FRANCISCO-OAK-SAN JOSE
Lompoc Record	Lompoc	CA	Santa Barbara	6,900 SANTABARBRA-SANMAR-SANLUOB
Press Telegram	Long Beach	CA	Los Angeles	60,773 LOS ANGELES
The Manteca Bulletin	Manteca	CA	San Joaquin	5,800 SACRAMNTO-STKTON-MODESTO
Appeal-Democrat	Marysville	CA	Yuba	27,000 SACRAMNTO-STKTON-MODESTO
Merced Sun-Star	Merced	CA	Merced	18,500 FRESNO-VISALIA
The Modesto Bee	Modesto	CA	Stanislaus	59,500 SACRAMNTO-STKTON-MODESTO
The Monterey County Herald	Monterey	CA	Monterey	25,863 MONTEREY-SALINAS
Salinas Valley Weekly	Monterey	CA	Monterey	35,000 MONTEREY-SALINAS
Mount Shasta Herald	Mount Shasta	CA	Siskiyou	4,920 MEDFORD-KLAMATH FALLS
The Napa Valley Register	Napa	CA	Napa	14,300 SAN FRANCISCO-OAK-SAN JOSE
The Napa Valley Register	Napa	CA	Napa	14,300 SACRAMNTO-STKTON-MODESTO
Marin Indpendent Journal	Novato	CA	Marin	30,483 SAN FRANCISCO-OAK-SAN JOSE
Oakdale Leader	Oakdale	CA	Stanislaus	3,600 SACRAMNTO-STKTON-MODESTO
Alameda Times Star	Oakland	CA	Alameda	4,540 SAN FRANCISCO-OAK-SAN JOSE
The Oakland Tribune	Oakland	CA	San Mateo	35,157 SAN FRANCISCO-OAK-SAN JOSE
Inland Valley Daily Bulletin	Ontario	CA	San Bernardino	42,899 LOS ANGELES
Antelope Valley Press	Palmdale	CA	Los Angeles	19,500 LOS ANGELES
Paradise Post	Paradise	CA	Butte	8,084 CHICO-REDDING
Star News	Pasadena	CA	Los Angeles	21,623 LOS ANGELES
Mountain Democrat	Placerville	CA	Placer	14,783 SACRAMNTO-STKTON-MODESTO
Tri-Valley Herald	Pleasanton	CA	Alameda	23,820 SAN FRANCISCO-OAK-SAN JOSE
The Porterville Recorder	Porterville	CA	Tulare	8,791 FRESNO-VISALIA
Portola Reporter	Portola	CA	Plumas	2,475 SACRAMNTO-STKTON-MODESTO
Feather River Bulletin	Quincy	CA	Plumas	3,742 SACRAMNTO-STKTON-MODESTO
Red Bluff Daily News	Red Bluff	CA	Tehama	7,918 CHICO-REDDING
Redlands Daily Fact	Redlands	CA	San Bernardino	7,324 LOS ANGELES
The Daily Indpendent	Ridgecrest	CA	Kern	8,200 LOS ANGELES
The Sacramento Bee	Sacramento	CA	Sacramento	176,000 SACRAMNTO-STKTON-MODESTO
The Sun	San Bernardino	CA	San Bernardino	43,019 LOS ANGELES
The San Diego Union-Tribune	San Diego	CA	San Diego	257,000 SAN DIEGO
San Jose Mercury News	San Jose	CA	Santa Clara	173,504 SAN FRANCISCO-OAK-SAN JOSE
San Mateo County Times	San Mateo	CA	Alameda	20,486 SAN FRANCISCO-OAK-SAN JOSE
The Signal	Santa Clarita	CA	Los Angeles	10,046 LOS ANGELES
Santa Cruz Sentinel	Santa Cruz	CA	Santa Cruz	25,531 MONTEREY-SALINAS
The Santa Maria Times	Santa Maria	CA	Santa Barbara	20,418 SANTABARBRA-SANMAR-SANLUOB
Tahoe Daily Tribune	South Lake Tahoe	CA	El Dorado	7,600 RENO
The Record	Stockton	CA	San Joaquin	30,700 SACRAMNTO-STKTON-MODESTO
Lassen County Times	Susanville	CA	Lassen	8,600 RENO
Westwood Pinepress	Susanville	CA	Lassen	1,245 RENO
Daily Midway Driller	Taft	CA	Kern	3,075 LOS ANGELES
Daily Breeze	Torrance	CA	Los Angeles	58,621 LOS ANGELES
Sierra Sun	Truckee	CA	Nevada	5,700 SACRAMNTO-STKTON-MODESTO
Turlock Journal	Turlock	CA	Stanislaus	3,600 SACRAMNTO-STKTON-MODESTO

Ukiah Daily Journal	Ukiah	CA	Mendocino	7,774 SAN FRANCISCO-OAK-SAN JOSE
Vacaville Reporter	Vacaville	CA	Solano	17,187 SACRAMNTO-STKTON-MODESTO
Vallejo Times Herald	Vallejo	CA	Solano	17,311 SAN FRANCISCO-OAK-SAN JOSE
Press-Dispatch	Victorville	CA	San Bernardino	39,972 LOS ANGELES
Visalia Times Delta/Tulare Advance Register	Visalia	CA	Tulare	20,500 FRESNO-VISALIA
Contra Costa Times	Walnut Creek	CA	Contra Costa	146,500 SAN FRANCISCO-OAK-SAN JOSE
San Gabriel Valley Tribune	West Covina	CA	Los Angeles	30,385 LOS ANGELES
The Daily News	Whittier	CA	Los Angeles	11,431 LOS ANGELES
The Willits News	Willits	CA	Mendocino	3,030 SAN FRANCISCO-OAK-SAN JOSE
Woodland Daily Democart	Woodland	CA	Yolo	10,096 SACRAMNTO-STKTON-MODESTO
Los Angeles Daily News	Woodland Hills	CA	Los Angeles	78,208 LOS ANGELES
Siskiyou Daily News	Yreka	CA	Siskiyou	5,945 MEDFORD-KLAMATH FALLS
Daily Camera	Boulder	CO	Boulder	27,000 DENVER
The Burlington Record	Burlington	CO	Kit Carson	3,370 DENVER
Daily Record	Canon City	CO	Fremont	5,300 COLORADO SPRINGS-PUEBLO
Craig Daily Press	Craig	CO	Moffat	3,535 DENVER
The Denver Post	Denver	CO	Denver	215,452 DENVER
Fort Morgan Times	Fort Morgan	CO	Morgan	2,800 DENVER
The Greeley Tribune	Greeley	CO	Weld	21,000 DENVER
Lafayette News	Lafayette	CO	Boulder	2,020 DENVER
Daily Times - Call	Longmont	CO	Boulder	21,715 DENVER
Louisville Times	Louisville	CO	Boulder	2,020 DENVER
(Loveland) Daily Reporter - Herald	Loveland	CO	Larimer	18,685 DENVER
Steamboat Pilot	Steamboat Springs	CO	Routt	5,355 DENVER
Steamboat Today	Steamboat Springs	CO	Routt	5,250 DENVER
Journal Advocate	Sterling	CO	Logan	2,900 DENVER
The Chronicle News	Trinidad	CO	Las Animas	4,080 COLORADO SPRINGS-PUEBLO
The News-Times	Danbury	СТ	Fairfield	30,500 NEW YORK
Journal Inquirer	Manchester	СТ	Hartford	45,450 HARTFORD & NEW HAVEN
The Hour	Norwalk	СТ	Fairfield	9,000 NEW YORK
Norwich Bulletin	Norwich	СТ	New London	25,149 HARTFORD & NEW HAVEN
The Chronicle	Willimantic	CT	Windham	7,000 HARTFORD & NEW HAVEN
The Washington Examiner	Washington	DC	DC	200,000 WASHINGTON DC (HAGRSTWN)
Desoto Sun	Arcadia	FL	Desoto	5,000 FT. MYERS-NAPLES
The Polk County Democrat	Bartow	FL	Polk	4,500 TAMPA-ST. PETE (SARASOTA)
Charlotte Sun Herald	Charlotte Harbor	FL	Charlotte	2,500 FT. MYERS-NAPLES
Chiefland Citizen	Chiefland	FL	Levy	3,500 GAINESVILLE
Holmes County Advertisers	Chipley	FL	Holmes	3,131 PANAMA CITY
Washington County News	Chipley	FL	Washington	3,131 PANAMA CITY
The South Lake Press	Clermont	FL	Lake	15,000 ORLANDO-DAYTONA BCH-MELBRN
The Destin Log/The Walton Log	Destin	FL FL	Okaloosa Sarasota	6,452 MOBILE-PENSACOLA (FT WALT)
Englewood Sun The Fort Meade Leader	Englewood Fort Meade	FL	Polk	6,000 TAMPA-ST. PETE (SARASOTA) 6,250 TAMPA-ST. PETE (SARASOTA)
Frostproof News	Frostproof	FL	Polk	4,500 TAMPA-ST. PETE (SARASOTA)
The Florida Times-Union	Jacksonville	FL	Duval	160,743 JACKSONVILLE
Osceola News-Gazette	Kissimmee	FL	Osceola	40,400 ORLANDO-DAYTONA BCH-MELBRN
Lake Placid Journal	Lake Placid	FL	Highlands	7,000 TAMPA-ST. PETE (SARASOTA)
Lake Wales News	Lake Wales	FL	Polk	4,750 TAMPA-ST. PETE (SARASOTA)
The Daily Commercial	Leesburg	FL	Lake	22,000 ORLANDO-DAYTONA BCH-MELBRN
Suwannee Democrat	Live Oak	FL	Suwannee	6,350 TALLAHASSEE-THOMASVILLE
Jackson County Floridan	Marianna	FL	Jackson	7,272 PANAMA CITY
Santa Rosa Press-Gazette	Milton	FL	Santa Rosa	7,070 MOBILE-PENSACOLA (FT WALT)
North Port Sun	North Port	FL	Sarasota	5,000 TAMPA-ST. PETE (SARASOTA)
Palatka Daily News	Palatka	FL	Putnam	7,300 JACKSONVILLE
Walton Sun	Santa Rosa Beach	FL	Walton	12,240 PANAMA CITY
The News-Sun	Sebring	FL	Highlands	8,000 TAMPA-ST. PETE (SARASOTA)
St. Augustine Record	St. Augustine	FL	St. Johns	21,776 JACKSONVILLE
Treasure Coast News	Stuart	FL	Martin	79,000 WEST PALM BEACH-FT. PIERCE
Hardee Sun	Venice	FL	Sarasota	6,000 TAMPA-ST. PETE (SARASOTA)
Venice Gondolier Sun	Venice	FL	Sarasota	10,000 TAMPA-ST. PETE (SARASOTA)
The Herald Advocate	Wauchula	FL	Hardee	4,000 TAMPA-ST. PETE (SARASOTA)
News Chief	Winter Haven	FL	Polk	8,413 TAMPA-ST. PETE (SARASOTA)
Americus Times-Recorder	Americus	GA	Sumter	4,400 COLUMBUS GA
Athens Banner Herald	Athens	GA	Clarke	22,000 ATLANTA
The Augusta Chronicle	Augusta	GA	Richmond	45,000 AUGUSTA

The Post Searchlight	Bainbridge	GA	Decatur	7,575 ATLANTA
The Brunswick News	Brunswick	GA	Glynn	16,200 JACKSONVILLE
The Daily Tribune News	Cartersville	GA	Bartow	6,600 ATLANTA
Columbus Ledger-Enquirer	Columbus	GA	Muscogee	43,430 COLUMBUS GA
The Rockdale News	Conyers	GA	Rockdale	7,500 ATLANTA
The Cordele Dispatch	Cordele	GA	Crisp	4,058 ALBANY GA
The Covington News	Covington	GA	Newton	6,000 ATLANTA
The Daily Citizen	Dalton	GA	Whitfield	13,956 CHATTANOOGA
The Courier Herald	Dublin	GA	Laurens	10,000 MACON
The Times	Gainesville	GA	Hall	22,000 ATLANTA
Griffin Daily News	Griffin	GA	Spalding	8,500 ATLANTA
Jackson Progress Argus	Jackson	GA	Butts	3,998 ATLANTA
The Press-Sentinel	Jesup	GA	Wayne	6,565 SAVANNAH
Clayton News-Daily	Jonesboro	GA	Clayton	2,800 ATLANTA
The News & Farmer	Louisville	GA	Jefferson	4,000 AUGUSTA
The Macon Telegraph	Macon	GA	Bibb	36,000 MACON
Daily Herald	McDonough	GA	Henry	3,100 ATLANTA
The Metter Advertiser	Metter	GA	Candler	2,700 SAVANNAH
The Union Recorder	Milledgeville	GA	Baldwin	8,413 MACON
The Observer	Moultrie	GA	Colquitt	6,929 ALBANY GA
Rome News Tribune	Rome	GA	Floyd	17,271 ATLANTA
Savannah Morning News	Savannah	GA	Chatham	50,000 SAVANNAH
The Statesboro Herald	Statesboro	GA	Bulloch	8,000 SAVANNAH
The Sylvania Telephone	Sylvania	GA	Scravem	4,375 SAVANNAH
Thomasville Times Enterprise	Thomasville	GA	Thomas	9,898 TALLAHASSEE-THOMASVILLE
Valdosta Daily Times	Valdosta	GA	Lowndes	19,796 TALLAHASSEE-THOMASVILLE
Dallas County News	Adel	IA	Adel	1,500 DES MOINES-AMES
NE Dallas County Record	Adel	IA	Adel	1,500 DES MOINES-AMES
The Algona Upper Des Moines	Algona	IA	Kossuth	3,250 DES MOINES-AMES
Butler County Tribune Journal	Allison	IA	Butler	1,300 CEDAR RAPIDS-WTRLO-IWC&DUB
The Tribune	Ames	IA	Story	11,378 DES MOINES-AMES
The Britt News Tribune	Britt	IA	Hancock	1,100 ROCHESTR-MASON CITY-AUSTIN
Buffalo Center Tribune	Buffalo Center	IA	Winebago	1,200 ROCHESTR-MASON CITY-AUSTIN
The Hawk Eye	Burlington	IA	Des Moines	21,634 DAVENPORT-R.ISLAND-MOLINE
Daily Times Herald	Carroll	IA	Carroll	6,161 DES MOINES-AMES
Daily Iowegian	Centerville	IA	Appanoose	2,771 DES MOINES-AMES
Chronicle Times	Cherokee	IA	Cherokee	2,552 SIOUX CITY
Clarinda Herald-Journal	Clarinda	IA	Page	1,212 OMAHA
Clarksville Star	Clarksville	IA	Butler	1,100 CEDAR RAPIDS-WTRLO-IWC&DUB
Clinton Herald	Clinton	IA	Clinton	11,900 DAVENPORT-R.ISLAND-MOLINE
CWL Times	Corwith	IA	Hancock	320 ROCHESTR-MASON CITY-AUSTIN
The Daily Nonpareil	Council Bluffs	IA	Pottawattamie	17,170 OMAHA
Creston News Advertiser	Creston	IA	Union	4,949 DES MOINES-AMES
Wright County Monitor	Dows	IA	Wright	600 DES MOINES-AMES
Eagle Grove Eagle	Eagle Grove	IA IA	Wright	1,600 DES MOINES-AMES
The Fairfield Daily Ledger	Fairfield	IA	Jefferson	3,359 OTTUMWA-KIRKSVILLE
Forest City Summit	Forest City Freemont	IA IA	Winnebago Mahaska	1,750 ROCHESTR-MASON CITY-AUSTIN
Village Vine Garner Leader & Signal	Garner	IA IA	Mahaska	1,450 DES MOINES-AMES 1,400 ROCHESTR-MASON CITY-AUSTIN
<u> </u>	Grundy Grove	IA IA	Grundy	2,200 CEDAR RAPIDS-WTRLO-IWC&DUB
The Grundy Register Hamburg Reporter	Hamburg	IA	Fremont	1,256 OMAHA
Calhoun County Advocate	Hampton	IA	Calhoun	550 DES MOINES-AMES
Hampton Chonicle	Hampton	IA	Franklin	3,330 DES MOINES-AMES
Pioneer Enterprise	Hampton	IA	Franklin	450 DES MOINES-AMES
Kanawha Reporter	Kanawha	IA	Hancock	550 ROCHESTR-MASON CITY-AUSTIN
Keota Eagle	Keota	IA	Keokuk	700 CEDAR RAPIDS-WTRLO-IWC&DUB
Journal Express	Knoxville	IA	Marion	1,644 DES MOINES-AMES
Lake City Graphic	Lake City	IA	Calhoun	1,000 DES MOINES-AMES
LeMars Daily Sentinel	LeMars	IA	Plymouth	2,694 SIOUX CITY
Globe Gazette	Mason City	IA	Cerro Cordo	15,400 ROCHESTR-MASON CITY-AUSTIN
Mt. Pleasant News	Mount Pleasant	IA	Henry	3,054 DAVENPORT-R.ISLAND-MOLINE
New Sharon Sun	New Sharon	IA	Mahaska	650 DES MOINES-AMES
Newton Daily News	Newton	IA	Jasper	5,202 DES MOINES-AMES
Mitchell County Press News	Osage	IA	Mitchell	2,550 ROCHESTR-MASON CITY-AUSTIN
Osceola Sentinel-Tribune	Osceola	IA	Clarke	3,636 DES MOINES-AMES

Oskaloosa Herald	Oskaloosa	IA	Marion	3,200 DES MOINES-AMES
The Ottumwa Courier	Ottumwa	IA	Wapello	12,500 OTTUMWA-KIRKSVILLE
The Chronicle	Pella	IA	Marion	2,810 DES MOINES-AMES
Sheffield Press	Sheffield	IA	Franklin	800 DES MOINES-AMES
Valley News Today	Shenandoah	IA	Page	2,020 OMAHA
Sigourney News Review	Sigourney	IA	Keokuk	1,800 CEDAR RAPIDS-WTRLO-IWC&DUB
Sioux City Journal	Sioux City	IA	Woodbury	37,000 SIOUX CITY
The Daily Reporter	Spencer	IA	Clay	2,500 SIOUX CITY
Pilot Tribune	Storm Lake	IA	Buena Vista	2,000 SIOUX CITY
The Washington Evening Journal	Washington	IA	Washington	3,888 CEDAR RAPIDS-WTRLO-IWC&DUB
Coeur d'Alene Press	Coeur d'Alene	ID	Kootenai	21,423 SPOKANE
Shoshone News-Press	Kellogg	ID	Shoshone	4,200 SPOKANE
Idaho Press Tribune	Nampa	ID	Canyon	23,600 BOISE
Idaho State Journal	Pacatello	ID	Bannock	18,685 IDAHO FALLS-POCATELLO
Priest River Times	Priest River	ID	Bonner	2,800 SPOKANE
Standard Journal	Rexburg	ID	Madison	5,555 IDAHO FALLS-POCATELLO
Bonner County Daily Bee	Sandpoint	ID	Bonner	5,200 SPOKANE
Bonners Ferry Herald	Sandpoint	ID	Boundary	3,000 SPOKANE
Times News	Twin Falls	ID	Twin Falls	24,745 TWIN FALLS
The Times Record	Aledo	IL	Mercer	3,485 DAVENPORT-R.ISLAND-MOLINE
The Telegraph	Alton	IL	Madison	22,200 ST. LOUIS
The Evening News	Benton	IL	Franklin	2,500 PADUCAH-C.GIRD-HARBG-MT VN
The Daily Ledger	Canton	IL	Fulton	5,641 PEORIA-BLOOMINGTON
The Southern Illinoisan	Carbondale	IL	Jackson	29,724 PADUCAH-C.GIRD-HARBG-MT VN
Randolph County Herald-Tribune	Chester	IL	Randolph	2,512 ST. LOUIS
The Progress	Christopher	IL	Franklin	1,000 PADUCAH-C.GIRD-HARBG-MT VN
The Northwest Herald	Crystal Lake	IL	McHenry	28,200 CHICAGO
Lake County Journals	Crystal Lake	IL	McHenry	8,150 CHICAGO
The Daily Chronicle	, Dekalb	IL	DeKalb	7,200 CHICAGO
Suburban Life Publications	Downers Grove	IL	Cook	101,000 CHICAGO
Du Quoin Evening Call	Du Quoin	IL	Perry	3,896 PADUCAH-C.GIRD-HARBG-MT VN
The Blade	Fairbury	IL	Livingston	2,160 PEORIA-BLOOMINGTON
The Clay County Advocate-Press	Flora	IL	Clay	2,160 TERRE HAUTE
The Journal-Standard	Freeport	IL	Stephenson	9,500 ROCKFORD
Register-Mail	Galesburg	IL	Knox	12,000 DAVENPORT-R.ISLAND-MOLINE
Geneseo Republic	Geneseo	IL	Henry	5,979 DAVENPORT-R.ISLAND-MOLINE
Kane County Chronicle	Geneva	IL	Kane	7,100 CHICAGO
The Daily Register	Harrisburg	IL	Saline	6,253 PADUCAH-C.GIRD-HARBG-MT VN
Jacksonville Journal Courier	Jacksonville	IL	Morgan	14,836 CHAMPAIGN&SPRNGFLD-DECATUR
The Daily Journal	Kankakee	IL	Kankakee	23,300 CHICAGO
Star-Courier	Kewanee	IL	Henry	6,048 DAVENPORT-R.ISLAND-MOLINE
The Courier	Lincoln	IL	Logan	7,073 CHAMPAIGN&SPRNGFLD-DECATUR
Rock Valley Publishing	Loves Park	IL	Boone	1,600 ROCKFORD
Elmhurst Independent	Machesney Park	IL	DuPage	6,400 ROCKFORD
Macomb Journal	Macomb	IL	McDonough	4,220 QUINCY-HANNIBAL-KEOKUK
Marion Daily Republican	Marion	IL	Williamson	3,075 PADUCAH-C.GIRD-HARBG-MT VN
Daily Review Atlas	Monmouth	IL	Warren	1,537 DAVENPORT-R.ISLAND-MOLINE
Morris Daily Herald	Morris	IL	Grundy	7,720 CHICAGO
Register-News	Mount Vernon	IL	Jefferson	8,908 PADUCAH-C.GIRD-HARBG-MT VN
Murphysboro American	Murphysboro	IL	Jackson	1,859 PADUCAH-C.GIRD-HARBG-MT VN
Newton Press-Mentor	Newton	IL	Jasper	2,261 TERRE HAUTE
Olney Daily Mail	Olney	IL	Richland	3,675 TERRE HAUTE
Oquawka Current	Oquawka	IL	Henderson	1,025 DAVENPORT-R.ISLAND-MOLINE
(Pekin) Daily Times	Pekin	IL	Tazwell	7,500 PEORIA-BLOOMINGTON
Chillicothe Times-Bulletin	Peoria	IL	Peoria	3,215 PEORIA-BLOOMINGTON
East Peoria Times-Courier	Peoria	IL	Tazewell	5,000 PEORIA-BLOOMINGTON
Morton Times-News	Peoria	IL	Tazewell	5,000 PEORIA-BLOOMINGTON
Washington Times-Reporter	Peoria	IL	Tazewell	7,666 PEORIA-BLOOMINGTON
Woodford Times	Peoria	IL	Woodford	3,365 PEORIA-BLOOMINGTON
Journal Star	Peoria	IL	Peoria	55,000 PEORIA-BLOOMINGTON
Daily Leader	Pontiac	IL	Livingston	4,511 PEORIA-BLOOMINGTON
Rockford Register Star	Rockford	IL	Winnegago	39,500 ROCKFORD
The Gallatin Democrat	Shawneetown	IL	Gallatin	2,261 PADUCAH-C.GIRD-HARBG-MT VN
Shelbyville Daily Union	Shelbyville	IL	Shelby	2,300 CHAMPAIGN&SPRNGFLD-DECATUR
State Journal Register	Springfield	IL	Sangamom	39,490 CHAMPAIGN&SPRNGFLD-DECATUR

Sauk Valley Newspaper	Sterling	IL	Whiteside	21,947 DAVENPORT-R.ISLAND-MOLINE
The Daily American	West Frankfort	IL	Franklin	3,075 PADUCAH-C.GIRD-HARBG-MT VN
The Herald Tribune	Batesville	IN	Ripley	3,150 CINCINNATI
The News-Banner	Bluffton	IN	Wells	5,252 FT. WAYNE
Brazil Times	Brazil	IN	Clay	4,157 TERRE HAUTE
Connersville News Examiner	Conenrsville	IN	Fayette	5,600 INDIANAPOLIS
Banner - Graphic	Greencastle	IN	Putnam	5,543 INDIANAPOLIS
Greensburg Daily News	Greensburg	IN	Decatur	5,200 INDIANAPOLIS
Kokomo Tribune	Kokomo	IN	Howard	20,000 INDIANAPOLIS
The Daily World	Linton	IN	Greene	5,444 TERRE HAUTE
Logansport Pharos-Tribune	Logansport	IN	Cass	9,000 INDIANAPOLIS
The Courier Times	New Castle	IN	Henry	6,300 INDIANAPOLIS
The Paoli News	Paoli	IN	Orange	2,800 LOUISVILLE
The Rochester Sentinel	Rochester	IN	Fulton	3,900 SOUTH BEND-ELKHART
The Rushville Republican	Rushville	IN	Rush	3,050 INDIANAPOLIS
The Tribune	Seymour	IN	Jackson	8,448 LOUISVILLE
The Shelbyville News	Shelbyville	IN	Shelby	6,200 INDIANAPOLIS
Vincennes Sun-Commercial	Vincennes	IN	Knox	7,000 TERRE HAUTE
Zionsville Times Sentinel	Zionsville	IN	Boone	4,120 INDIANAPOLIS
Atchison Daily Globe	Atchison	KS	Atchison	3,800 KANSAS CITY
Rawlins County Square Deal	Atwood	KS	Rawlins	1,000 WICHITA-HUTCHINSON PLUS
Augusta Daily Gazette	Augusta	KS	Butler	2,525 WICHITA-HUTCHINSON PLUS
Dodge City Daily Globe	Dodge City	KS	Ford	6,929 WICHITA-HUTCHINSON PLUS
The El Dorado Times	El Dorado	KS	Butler	3,517 WICHITA-HUTCHINSON PLUS
Anderson County Advocate	Garnett	KS	Anderson	1,200 KANSAS CITY
The Goodland Daily News	Goodland	KS	Sherman	1,950 WICHITA-HUTCHINSON PLUS
The Hays Daily News	Hays	KS	Ellis	10,400 WICHITA-HUTCHINSON PLUS
Hiawatha World	Hiawatha	KS	Brown	2,500 TOPEKA
The Daily Union	Junction City	KS	Geary	4,400 TOPEKA
The Kiowa County Signal	Kiowa	KS	Kiowa	800 WICHITA-HUTCHINSON PLUS
Journal-World	Lawrence	KS	Douglas	21,210 KANSAS CITY
Louisburg Herald	Louisburg	KS	Miami	1,700 KANSAS CITY
McPherson Sentinel	McPherson	KS	McPherson	4,040 WICHITA HUTCHINSON PLUS
The Newton Kansan	Newton	KS	Harvey	7,918 WICHITA-HUTCHINSON PLUS
The Norton Telegram	Norton Oberlin	KS KS	Norton	1,900 WICHITA HUTCHINSON PLUS
Bird City Times Colby Free Press	Oberlin	KS	Cheyenne Thomas	551 WICHITA HUTCHINSON PLUS
The Oberlin Herald	Oberlin	KS	Decatur	1,950 WICHITA-HUTCHINSON PLUS 1,850 WICHITA-HUTCHINSON PLUS
The St. Francis Herald	Oberlin	KS	Cheyenne	1,250 WICHITA-HOTCHINSON PLUS
Osawatomie Graphic	Osawatomie	KS	Miami	1,975 KANSAS CITY
Johnson County Sun	Overland Park	KS	Johnson	27,000 KANSAS CITY
Wednesday Sun	Overland Park	KS	Johnson	20,000 KANSAS CITY
The Miami County Republic	Paola	KS	Miami	3,550 KANSAS CITY
Pittsburg Morning Sun	Pittsburgh	KS	Crawford	8,512 JOPLIN-PITTSBURG
Linn County News	Pleasanton	KS	Linn	2,300 KANSAS CITY
The Pratt Tribune	Pratt	KS	Pratt	1,700 WICHITA-HUTCHINSON PLUS
The St. John News	St. John	KS	Stafford	800 WICHITA-HUTCHINSON PLUS
Topeka Capital Journal	Topeka	KS	Shawnee	37,000 TOPEKA
Wellington Daily News	Wellington	KS	Sumner	2,626 WICHITA-HUTCHINSON PLUS
The Daily Independent	Ashland	KY	Boyd	16,208 CHARLESTON-HUNTINGTON
Kentucky Standard	Bardstown	KY	Nelson	9,700 LOUISVILLE
The Tribune Courier	Benton	KY	Marshall	4,500 PADUCAH-C.GIRD-HARBG-MT VN
Daily News	Bowling Green	KY	Warren	30,000 BOWLING GREEN
McLean County News	Calhoun	KY	McLean	1,800 EVANSVILLE
The Advocate Messenger	Danville	KY	Boyle	9,000 LEXINGTON
The News-Enterprise	Elizabethtown	KY	Hardin	17,124 LOUISVILLE
The State Journal	Frankfort	KY	Franklin	10,000 LEXINGTON
Franklin Favorite	Franklin	KY	Simpson	2,000 NASHVILLE
Glasgow Daily Times	Glasgow	KY	Barren	8,198 BOWLING GREEN
Greenup County News-Times	Greenup	KY	Greenup	3,547 CHARLESTON-HUNTINGTON
Kentucky New Era	Hopkinsville	KY	Christian	9,000 NASHVILLE
Fort Campbell Courier	Hopkinsville	KY	Christian	18,000 NASHVILLE
The Record	Leitchfield	KY	Grayson	5,939 LOUISVILLE
The Sentinel-Echo	London	KY	Laurel	7,918 LEXINGTON
The Messenger	Madisonville	KY	Hopkins	7,000 EVANSVILLE

The Ledger Independent	Maysville	KY	Mason	6,500 CINCINNATI
The Jessamine Journal	Nicholasville	KY	Jessamine	7,437 LEXINGTON
The Eagle Post	Oak Grove	KY	Christian	4,500 NASHVILLE
Messenger - Inquirer	Owensboro	KY	McLean	25,000 EVANSVILLE
The Times - Leader	Princeton	KY	Caldwell	4,500 PADUCAH-C.GIRD-HARBG-MT VN
Sentinel-News	Shelbyville	KY	Shelby	8,512 LOUISVILLE
The Pioneer News	Shepherdsville	KY	Bullitt	7,000 LOUISVILLE
The Commonwealth-Journal	Somerset	KY	Pulaski	9,403 LEXINGTON
The McCreary County Record	Whitley City	KY	McCreary	3,682 KNOXVILLE
The Winchester Sun	Winchester	KY	Clark	5,858 LEXINGTON
Bastrop Daily Enterprise	Bastrop	LA	Morehouse	4,613 MONROE-EL DORADO
Denham Springs-Livingston Parish News	Denham Springs	LA	Livingston	12,400 BATON ROUGE
Beauregard Daily News	DeRidder	LA	Beauregard	3,500 LAKE CHARLES
Ascension Citizen	Gonzales	LA	Ascension	7,236 BATON ROUGE
The Daily Star	Hammond	LA	Tangipahoa	10,059 NEW ORLEANS
American Press	Lake Charles	LA	Calcasieu	35,000 LAKE CHARLES
Leesville News Leader	Leesville	LA	Vernon	3,500 ALEXANDRIA LA
Southwest Daily News	Sulphur	LA	Calcasieu	4,000 LAKE CHARLES
The Sun Chronicle	Attleboro	MA	Bristol	20,290 PROVIDENCE-NEW BEDFORD
The Salem News	Beverly	MA	Essex	22,500 BOSTON (MANCHESTER)
Patriot Ledger	Dorchester	MA	Norfolk	45,000 BOSTON (MANCHESTER)
The Enterpirse	Dorchester	MA	Plymouth	28,000 BOSTON (MANCHESTER)
Fall River Herald News	Fall River	MA	Bristol	21,643 PROVIDENCE-NEW BEDFORD
Sentinel & Enterprise	Fitchburg	MA	Worcester	16,900 BOSTON (MANCHESTER)
Milford Daily News	Framingham	MA	Worcester	8,940 BOSTON (MANCHESTER)
Metro West Daily News	Framingham	MA	Middlesex	26,216 BOSTON (MANCHESTER)
Gloucester Daily Times	Gloucester	MA	Essex	8,200 BOSTON (MANCHESTER)
The Recorder	Greenfield	MA	Franklin	14,352 SPRINGFIELD-HOLYOKE
The Sun	Lowell	MA	Middlesex	40,569 BOSTON (MANCHESTER)
Inquirer and Mirror	Nantucket	MA	Nantucket	10,500 BOSTON (MANCHESTER)
Daily News Tribune	Needham Heights	MA	Middlesex	4,920 BOSTON (MANCHESTER)
The Standard Times	New Bedford	MA	Bristol	24,500 PROVIDENCE-NEW BEDFORD
The Daily News of Newburyport	Newburyport	MA	Essex	10,300 BOSTON (MANCHESTER)
North Adams Transcript	North Adams	MA	Berkshire	6,767 ALBANY-SCHENECTADY-TROY
Eagle Tribune	North Andover	MA	Essex	38,250 BOSTON (MANCHESTER)
Berkshire Eagle	Pittsfield	MA	Bershire	30,300 ALBANY-SCHENECTADY-TROY
Taunton Daily Gazette	Taunton	MA	Bristol	9,927 PROVIDENCE-NEW BEDFORD
The Enfield Press	Westfield	MA	Hampden	2,850 SPRINGFIELD-HOLYOKE
The Longmeadow News	Westfield	MA	Hampden	1,550 SPRINGFIELD-HOLYOKE
The Westfield News	Westfield	MA	Hampden	4,400 SPRINGFIELD-HOLYOKE
Telegram & Gazette	Worcester	MA	Worcester	70,000 BOSTON (MANCHESTER)
The Capital	Annapolis	MD	Anne Arundel	47,312 BALTIMORE
Cumberland Times - News	Cumberland	MD	Cumberland	27,775 WASHINGTON DC (HAGRSTWN)
The Star Democrat	Easton	MD	Talbot	19,301 BALTIMORE
Cecil Whig	Elkton	MD	Cecil	15,000 BALTIMORE
The Frederick News-Post	Frederick	MD	Frederick	37,000 WASHINGTON DC (HAGRSTWN)
Carroll County Times	Westminster	MD	Carroll	26,131 BALTIMORE
Kennebec Journal & Morning Sentinel	Augusta	ME	Kennebec	25,000 PORTLAND-AUBURN
Bangor Daily News	Bangor	ME	Penobscot	56,000 BANGOR
Aaroostook Republican	Caribou	ME	Aaroostook	4,200 PRESQUE ISLE
Piscataquis Observer	Dover-Foxcroft	ME	Piscataquis	3,500 BANGOR
Houlton Pioneer Times	Houlton	ME	Aaroostook	5,450 PRESQUE ISLE
Sun Journal	Lewiston	ME	Androscoggin	36,865 PORTLAND-AUBURN
Portland Press Herald	Portland	ME	Cumberland	54,000 PORTLAND-AUBURN
The Star Herald	Presque Isle	ME	Aaroostook	6,300 PRESQUE ISLE
Cheboygan Daily Tribune	Cheboygan	MI	Cheboygan	4,408 TRAVERSE CITY-CADILLAC
The Daily Reporter	Coldwater	MI	Branch	5,996 GRAND RAPIDS-KALMZOO-B.CRK
Gaylord Herald Times	Gaylord	MI	Otsego	5,700 TRAVERSE CITY-CADILLAC
Grand Haven Tribune	Grand Haven	MI	Ottawa	8,800 GRAND RAPIDS KALMZOO B CRK
Oceana's Herald Journal The Hillsdale Daily News	Hart Hillsdale	MI MI	Oceana Hillsdale	6,200 GRAND RAPIDS-KALMZOO-B.CRK 6,500 LANSING
The Holland Sentinel	Holland		Ottawa	14,500 GRAND RAPIDS-KALMZOO-B.CRK
Sentinel-Standard	Ionia	MI MI	Ionia	3,178 GRAND RAPIDS-KALMZOO-B.CRK
(The Ironwood) Daily Globe	Ironwood	MI	Gogebic	6,300 DULUTH-SUPERIOR
Ludington Daily News	Ludington	MI	Mason	8,500 GRAND RAPIDS-KALMZOO-B.CRK
				5,555 GIV III IV III IDO RALIVIZGO DICAR

Monroe Evening News	Monroe	MI	Monroe	19,500 DETROIT
Petoskey News-Review	Petoskey	MI	Emmet	10,000 TRAVERSE CITY-CADILLAC
The Evening News	Sault Ste. Marie	MI	Chippewa	7,688 TRAVERSE CITY-CADILLAC
Sturgis Journal	Sturgis	MI	Saint Joseph	6,868 GRAND RAPIDS-KALMZOO-B.CRK
Traverse City Record Eagle	Traverse City	MI	Grand Traverse	28,704 TRAVERSE CITY-CADILLAC
White Lake Beacon	Whitehall	MI	Muskegon	4,000 GRAND RAPIDS-KALMZOO-B.CRK
Austin Daily Herald	Austin	MN	Mower	5,444 ROCHESTR-MASON CITY-AUSTIN
The Bemidji Pioneer	Bemidji	MN	Beltrami	7,300 MINNEAPOLIS-ST. PAUL
Brainerd Daily Dispatch	Brainerd	MN	Crowwing	13,000 MINNEAPOLIS-ST. PAUL
Tri-County News	Cottonwood	MN	Lyon	1,356 MINNEAPOLIS-ST. PAUL
Crookston Daily Times	Crookston	MN	Polk	2,060 FARGO-VALLEY CITY
Duluth News Tribune	Duluth	MN	St. Louis	30,000 MINNEAPOLIS-ST. PAUL
Faribault Daily News	Faribault	MN	Rice	5,259 MINNEAPOLIS-ST. PAUL
The Daily Journal	Fergus Falls	MN	Otter Tail	7,000 FARGO-VALLEY CITY
Herald Review	Grand Rapids	MN	Itasca	6,929 DULUTH-SUPERIOR
Granite Falls Advocate-Tribune	Granite Falls	MN	Yellow Medicine	2,716 MINNEAPOLIS-ST. PAUL
The Daily Tribune	Hibbing	MN	St. Louis	4,603 DULUTH-SUPERIOR
Hutchinson Leader	Hutchinson	MN	McLeod	16,766 MINNEAPOLIS-ST. PAUL
The Daily Journal	International Falls	MN	Koochiching	3,300 DULUTH-SUPERIOR
The Le Center Leader	Le Center	MN	Le Sueur	1,024 MINNEAPOLIS-ST. PAUL
Le Sueur News Herald	Le Sueur	MN	Le Sueur	1,336 MINNEAPOLIS-ST. PAUL
Litchfield Independent Review	Litchfield	MN	Meeker	11,009 MINNEAPOLIS-ST. PAUL
The Free Press	Mankato	MN	Blue Earth	22,220 MANKATO
Montevideo American News	Montevideo	MN	Chippewa	3,691 MINNEAPOLIS-ST. PAUL
Northfield News	Northfield	MN	Rice	4,300 MINNEAPOLIS-ST. PAUL
Owatonna People's Press	Owatonna	MN	Steele	6,102 MINNEAPOLIS-ST. PAUL
The Redwood Falls Gazette	Redwood Falls	MN	Redwood	3,998 MINNEAPOLIS-ST. PAUL
Post-Bulletin	Rochester	MN	Olmsted	41,645 ROCHESTR-MASON CITY-AUSTIN
Sleepy Eye Herald - Dispatch	Sleepy Eye	MN	Brown	2,000 MANKATO
St. James Plaindealer	St. James	MN	Watonwan	2,361 MANKATO
St. Peter Herald	St. Peter	MN	Nicollet	1,980 MINNEAPOLIS-ST. PAUL
Thief River Falls Times	Thief River Falls	MN	Pennington	4,545 FARGO-VALLEY CITY
The Mesabi Daily News	Virginia	MN	St. Louis	9,403 DULUTH-SUPERIOR
Waseca County News	Waseca	MN	Waseca	2,848 MINNEAPOLIS-ST. PAUL
West Central Tribune	Willmar	MN	Kandiyohi	15,000 MINNEAPOLIS-ST. PAUL
Winona Daily News	Winona	MN	Winona	9,000 LA CROSSE-EAU CLAIRE
Daily Globe	Worthington	MN	Nobles	9,700 SIOUX FALLS(MITCHELL)
Aurora Advertiser	Aurora	МО	Lawrence	3,075 SPRINGFIELD MO
Bolivar Herald -Free Press	Bolivar	MO	Polk	5,500 SPRINGFIELD MO
Boonville Daily News	Boonville	MO	Cooper	2,222 COLUMBIA-JEFFERSON CITY
Buffalo Reflex	Buffalo	MO	Dallas	5,950 SPRINGFIELD MO
Lake Sun Leader	Camdenton	MO	Camden	5,025 SPRINGFIELD MO
Southeast Missourian	Cape Girardeau	MO	Cape Giranrdeau	13,775 PADUCAH-C.GIRD-HARBG-MT VN
The Carthage Press	Carthage	MO MO	Jasper	2,400 JOPLIN-PITTSBURG
The Daily Statesman	Dexter		Stoddard	2,900 PADUCAH-C.GIRD-HARBG-MT VN
Liberty Tribune Hannibal Courier-Post	Gladstone Hannibal	MO MO	Clay Marion	10,500 KANSAS CITY 8,413 QUINCY-HANNIBAL-KEOKUK
The Advertiser-Courier	Hermann	MO	Gasconade	3,700 ST. LOUIS
New Haven Leader	Hermann	MO	Franklin	1,500 ST. LOUIS
The Examiner	Independence	MO	Jackson	9,200 KANSAS CITY
Cash-Book Journal	Jackson	MO	Cape Giranrdeau	4,405 PADUCAH-C.GIRD-HARBG-MT VN
The Kearney Courier	Kearney	MO	Clay	3,000 KANSAS CITY
The Daily Dunklin Democrat	Kennett	MO	Dunklin	3,200 PADUCAH-C.GIRD-HARBG-MT VN
Kirksville Daily Express	Kirksville	МО	Adair	6,432 OTTUMWA-KIRKSVILLE
The Lebanon Daily Record	Lebanon	МО	Laclede	4,949 SPRINGFIELD MO
The Louisiana Press Journal	Louisiana	МО	Pike	3,131 ST. LOUIS
The Banner Press	Marble Hill	МО	Bollinger	3,200 PADUCAH-C.GIRD-HARBG-MT VN
The Marshall Democrat News	Marshall	МО	Saline	2,600 KANSAS CITY
Maryville Daily Forum	Maryville	МО	Nodaway	2,626 ST. JOSEPH
Mexico Ledger	Mexico	МО	Audrain	5,500 COLUMBIA-JEFFERSON CITY
Evening Democrat	Moberly	МО	Randolph	3,429 COLUMBIA-JEFFERSON CITY
Moberly Monitor - Index	Moberly	МО	Randolph	3,500 COLUMBIA-JEFFERSON CITY
Neosho Daily News	Neosho	МО	Newton	4,511 JOPLIN-PITTSBURG
Sunday Herald-Tribune	Nevada	МО	Vernon	4,000 JOPLIN-PITTSBURG
Missourian-News	Portageville	МО	New Madrid	1,200 PADUCAH-C.GIRD-HARBG-MT VN

The Sedial Democrat	Rolla Daily News	Rolla	МО	Phelps	7,045 SPRINGFIELD MO
St. Joseph News-Press	The Sedalia Democrat	Sedalia	MO	Pettis	18,410 KANSAS CITY
South Missourian News The Daily Start Journal Warrenton Warrenton Warrenton Sub- Varian	The Smithville Lake Herald	Smithville	MO	Clay	2,350 KANSAS CITY
The Daily Star-iournal Warrensburg MO Warrensburg MO Warren County Record Warrensburg MO Warrensburg Morens County Record Warrensburg Morensburg Morensburg Morens Morens Morensburg	St. Joseph News-Press	St. Joseph	MO	Buchanan	30,000 ST. JOSEPH
Warrenton Country Record Warrenton MO Franklin 15,255 ST. I.O.UIS Washington Moy Country Qurall West Plains MO Franklin 15,255 ST. I.O.UIS West Plains Daily Quill West Plains MO Howell 7,600 SRIMOREILE MO The Daily Leader Brookhaven MS Boilver 6,000 COLUMBAST UPELG-WEST POINT The Daily Corinthian Corinth MS Boilver 6,000 GREENWOOD-GREENVILLE The Daily Star Grenada MS Insamma 3,000 COLUMBUST-UPELG-WEST POINT The Daily Star Grenada MS Grenada 5,670 GREENWOOD-GREENVILLE The Sun Herald Gulfport MS Harrison 4,500 BILOXI GUIPPORT The Lamar Times Holly Springs MS Lamar 8,000 HATTISBURG-LAUREL The Sun Herald Houston MS Chickassa 1,300 COLUMBUST-UPELG-WEST POINT The Star Herald Kosticko MS Attala 4,949 JACKSON MS The Demortal Laurel MS Jones 7,000 HATTISBURG-LAUREL The Star	South Missourian-News	Thayer	МО	Oregon	1,600 SPRINGFIELD MO
Washington Missourian Wash Flains MO MO Franklin Franklin 15,525 \$T1,OUIS Wash Plains Duly Quill West Plains MO MO Hower Coounty Journal Aberdeen MS Monroe 6,000 COLUMBUS-TUPELO-WEST POINT The Deally Card Commerical Cleveland MS Bolivae 6,000 CREENWOOD-GREENVILE The Deally Card Commerical Cleveland MS Bolivae 6,000 CREENWOOD-GREENVILE The Early Commerical Cleveland MS Brown 7,272 MIMPHIS The Brain All Commerical Cloveland MS Brown 1,500 MIGNS-GUIPPOINT The Start Times Hattiesburg MS Harrison 41,500 MIGNS-GUIPPOINT The Start Flerald Kosciusko MS Chrickassw Journal/Times Poort Houston MS Chrickassw Journal/Times Poort The Meridian Star Microban MS Chrickassw Journal/Times Poort MS Chrickassw Journal/Times Poort MS Lauderdale 4,309 JACKSON MS The Chronicle Laurel MS Jones 7,000 HATTIESBURG-FLUREL Poort Name Poort Name	The Daily Star-Journal		МО	_	5,304 KANSAS CITY
Washington Missourian Washington (Most Palins ID) (Julil West Palins ID) (Julil Palins ID) (Juli	Warren County Record	Warrenton	МО	Warren	3,775 ST. LOUIS
West Plains Daily Quil West Plains MO Howell 7,600 SPRINGFELD MO The Daily Leader Brookhaven MS Lincoln 6,200 JACKSON MS Bolivar Commercial Clevelend MS Boliver 6,000 GREENWOOD-GREENVILLE The Daily Corinthian Corinth MS Boliver 6,000 GREENWOOD-GREENVILLE The Daily Star Granda MS Grenada 5,670 GREENWOOD-GREENVILLE The Daily Star Granda MS Grenada 5,670 GREENWOOD-GREENVILLE The Lamar Times Hattiesburg MS Lamar 8,000 HATTIESBURG-LAUREL The Lamar Times Hattiesburg MS Lamar 8,000 HATTIESBURG-LAUREL The Chronicle Laurel MS Jones 1,300 COLUMBUS-TUPELO-WEST POINT The Chronicle Laurel MS Jones 7,000 HATTIESBURG-LAUREL The Chronicle Laurel MS Laurel Jones 7,000 HATTIESBURG-LAUREL The Defencional Perice Walbany MS Laurel Jones 7,000 HATTIESBURG-LAUREL	•		МО	Franklin	•
The Monroe Country Journal	_	•	МО	Howell	•
The Daily Leader	· · · · · · · · · · · · · · · · · · ·				
Bollware Commencial	•				•
The Daily Confinthian	•			Boliver	•
The International County Times					•
The Daily Star	,				•
The Sun Herald Gulfport MS Harrison 41,500 BILOXI-GULFPORT	•				
The Lamar Times	•				•
The South Reporter Holly Springs MS Marshall 5,200 MEMPHIS Chickiaxaw Junna/Times Post Houston MS Attala 4,349 JACKSON MS The Sar-Herald Kosciusko MS Attala 4,349 JACKSON MS The Meridian Star Meridian MS Jones 7,000 HATTIESBURG-LAUREL The Meridian Star Meridian MS Lauderdale 11,300 MERIDIAN New Albany MS New Albany 4,200 COLUMBUS-TUPELO-WEST POINT The Defortoc Eagle Oxford MS Pearl River 4,949 NEW ORLEANS Pleagune them Picayune MS Pearl River 4,949 NEW ORLEANS The Democrat Senatobia MS Tate 4,500 MEMPHIS Starville Daily How Starville Daily How MS Value MEMPHIS 1,949 NEW ORLEANS The Democrat Sarchille Daily How Starville Daily How MS Value Members 4,950 OLUMBUS-TUPELO-WEST POINT The Spark James Marchille MS Value Marchille MS Value Marchille 4,950 OLUMBUS-TUPELO-WEST POINT		•			
Chickasaw Journal/Times Post Houston MS Chickasaw 1,300 COLUMBUS-TUPELO-WEST POINT The Star-Heard Kosciusko MS Jones 7,000 HATTIESBURG-LAUREL The Meridian Star Meridian MS Lauderdale 11,300 MERIDIAN New Albany MS New Albany 4,200 COLUMBUS-TUPELO-WEST POINT The Oxford Eagle Oxford MS Lafrayette 6,660 MEMPHIS Prontotoc Progress Pontotoc MS Pontotoc 5,200 COLUMBUS-TUPELO-WEST POINT The Pontotoc Progress Pontotoc MS Notatible 4,980 MMPHIS Starville MS Oxtibble 6,060 COLUMBUS-TUPELO-WEST POINT Notheast Mississpip Daily Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT Vicksburg Post Vicksburg M MS Walthall 2,250 JACKSON MS Vicksburg Post Vicksburg M MS Walthall 2,250 JACKSON MS Belgrade News Belgrad		•			•
The Sar-Herald Kosciusko MS Attala 4,949 JACKSON MS The Chronicle Laurel MS Jones 7,000 HATTESBURG-LAUREL The Meridian Star Meridan MS Lauderdale 11,300 MERIDIAN New Albany Gazette New Albany MS New Albany 4,200 COLUMBUS-TUPELO-WEST POINT The Oxford Eagle Oxford MS LaFayette 6,606 MPMPHIS Picayune Item Picayune MS Pearl River 4,949 NEW ORLEANS The Pontotoc Progress Pontotoc MS Pontotoc 5,200 COLUMBUS-TUPELO-WEST POINT The Democrat Sarkville MS Oxitibbeha 6,606 COLUMBUS-TUPELO-WEST POINT The Democrat Sarkville MS Oxitibbeha 6,606 COLUMBUS-TUPELO-WEST POINT The Democrat Sarkville MS Oxitibbeha 6,606 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Warren 14,645 JACKSON MS Vickburg Post Vickburg MS Warren 14,645 JACKSON MS Vickburg Post West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Warren 14,645 JACKSON MS Vickburg Post West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Warren 14,645 JACKSON MS Vickburg Post Vickburg MT Gallatin 3,000 BUTT-ROZEMAN MISING Sarete Billings MT Yellowstone MS JAMP MISSISSIPPID-WEST POINT Northeast Point MS Gallatin 3,000 BUTT-ROZEMAN MISING Sarete Billings MT Yellowstone MS JAMP MISSISSIPPID-WEST POINT Northeast Point MS JAMP MISSISSIPPID-WEST POINT Northeast MS JAMP MISSISSIPPID-WEST POINT MISSISSIPPID-WE	•				•
The Chronicle Laurel MS Jones 7,000 HATTIESBURG-LAUREL The Meridian Star Meridan MS Lauderdale 11,300 MERIDIAN New Albany MS New Albany 4,200 COLUMBUS-TUPELO-WEST POINT The Oxford Eagle Oxford MS Lefayette 6,666 MEMPHIS Picayune Item Picayune MS Pontotoc 5,200 COLUMBUS-TUPELO-WEST POINT The Pontotoc Progress Pontotoc MS Pontotoc 5,200 COLUMBUS-TUPELO-WEST POINT The Democrat Senatobia MS Tate 4,500 MEMPHIS Starkville MS Oxthibbeha 6,660 COLUMBUS-TUPELO-WEST POINT Northeast Mississpil Dialiy Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT The Tylertown Times Tylertown MS Warren 14,645 JACKSON MS Vickburg Post Vickburg MS Warren 14,645 JACKSON MS Vickburg Post Wickburg MT Gallatin 4,500 BUTTE-802EMAN Lone Peak Loxobou Big Sky MT Gallatin <td>•</td> <td></td> <td></td> <td></td> <td>•</td>	•				•
The Meridian Star New Albamy MS New Albamy A,200 CCLUMBUS-TUPELO-WEST POINT					•
New Albarny Gazette New Albarny MS New Albarny 4,200 CQLUMBUS-TUPELO-WEST POINT The Oxford Eagle Oxford MS LaFayette 6,060 MEMPHIS Picayune Item Picayune MS Pearl River 4,949 NEW ORLEANS The Pontotoc Progress Pontotoc MS Pontotoc 5,200 CQLUMBUS-TUPELO-WEST POINT The Pontotoc Progress Pontotoc MS Oxitibleha 6,060 CQLUMBUS-TUPELO-WEST POINT The The Typertown Times Tylertown MS Lee 39,000 CQLUMBUS-TUPELO-WEST POINT The Typertown Times Tylertown MS Walthall 2,250 JACKSON MS Vicksburg Post Vicksburg West Point MS Walthall 2,250 JACKSON MS Vicksburg Post West Point MS Clay 3,990 CQLUMBUS-TUPELO-WEST POINT Daily Times Leader West Point MS Clay 3,990 CQLUMBUS-TUPELO-WEST POINT Belgrade News Belgrade MT Galatin 4,050 BUTE-BOZEMAN Bullings Gazette Billings MT Galatin 4,050 BUTE-BOZEMAN					
The Oxford Eagle Oxford MS LaFayette 6,060 MEMPHIS Picayune Item Picayune MS Pearl River 4,949 NEW ORLEANS The Pontotoc Progress Pontotoc MS Pontotoc 5,00 COLUMBUS-TUPELO-WEST POINT The Democrat Senatobia MS Tate 4,500 MEMPHIS Starkville Daily News Starkville MS Oktibbeha 6,600 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT The Tylertown Times Tylertown MS Warren 14,645 JACKSON MS Vicksburg Post Vicksburg MS Warren 14,645 JACKSON MS Daily Times Leader West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Belgrade News Belgrade MT Gallatin 4,500 BUTTE-BOZEMAN Lone Peak Lookout Big Sky MT Gallatin 4,500 BUTTE-BOZEMAN Billings Gazette Billings MT Yellowstone 39,000 BULMIS Cut Bank MT Glac					•
Picayune Item Picayune MS Pearl River 4,949 NEW ORLEANS Pontotoc Progress Pontotoc MS Pontotoc 5,200 COLUMBUS-TUPELO-WEST POINT The Democrat Senatobia MS Tate 4,500 MEMPHIS Starkville Daily News Sta	•	•		•	•
The Pontotoc Progress Pontotoc Senatobia MS Tate 4,500 MEMPHIS Starkville Daily News Northeast Mississipip Daily Journal Tupelo MS Lee 3,9,000 COLUMBUS-TUPELO-WEST POINT Northeast Mississipp Daily Journal Tupelo MS Warten 14,645 JACKSON MS Valthall 2,250 JACKSON MS Vickburg Post Vickburg Vickbur	_			•	•
The Democrat Senatobia Starkville Daily News Starkville MS Oktibeha G,060 COLUMBUS-TUPELO-WEST POINT Northeast Mississippi Daily Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT The Tylertown Times Tylertown MS Walthall 2,250 JACKSON MS Vairen 14,645 JACKSON MS Vairen 14,645 JACKSON MS Daily Times Leader West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Belgrade News Lone Peak Lookout Big Sky MT Gallatin A,500 BUTTE-BOZEMAN Billings Gazette Billings MT Vellowstone Billings MT Glaicin Great Falls Tribune Great Falls Great Falls Great Falls The Western News Libby MT Loncoin The Lewis & Clark MT Soleher West Yellowstone West Yellowstone West Yellowstone West Yellowstone MT Glaicin The Ondera Absolut Absolut MS SUBJECT MS	•	-			•
Starkville Daily News Northeast Mississipi Daily Journal Northeast Mississipi Daily Journal Northeast Mississipi Daily Journal Tupelo MS Lee 39,000 COLUMBUS-TUPELO-WEST POINT Northeast Mississipi Daily Journal Tylertown MS Warren 14,643 JACKSON MS Vicksburg Vicksburg MS Warren 14,643 JACKSON MS Vicksburg MS Warren 14,643 JACKSON MS Vicksburg MS Warren 14,643 JACKSON MS Warren 14,643 JACKSON MS Vicksburg MS Warren 14,643 JACKSON MS Warren 14,645 JACKSON MS Wallen 14,645 JACKSON MS Mallen 14,6	_				
Northeast Mississippi Daily Journal Tipe Tylertown Times Tylertown MS Walthall 2,250 JACKSON MS Varen 14,645 JACKSON MS Daily Times Leader West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Belgrade News Belgrade MT Gallatin 4,500 BUTTE-BOZEMAN Lone Peak Lookout Big Sky MT Gallatin 3,000 BUTTE-BOZEMAN Billings Gazette Billings MT Vellowstone 3,000 BULTINES Cut Bank Pioneer Cut Bank MT Gallatin 3,000 BUTTE-BOZEMAN Billings Gazette Billings MT Vellowstone 3,000 BULTINES Cut Bank Pioneer Cut Bank MT Gallatin 3,000 BUTTE-BOZEMAN Billings Gazette Billings MT Vellowstone 3,000 BULTINES Cut Bank Pioneer Cut Bank MT Gascade 27,000 GREAT FALLS Great Falls Tribune Great Falls Tribune Great Falls MT Cascade 27,000 GREAT FALLS SASB MISSOULA The Indpendent Record Editorial The Western News Libby MT Lincoln 3,232 SPOKANE Shelby Promoter Shelby MT Toole 1,550 GREAT FALLS					•
The Tylertown Times Vicksburg Post Vicksburg V	•				•
Vicksburg Post Vicksburg MS Warren 14,645 JACKSON MS Daily Times Leader West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Belgrade News Belgrade MT Gallatin 4,500 BUTTE-BOZEMAN Lone Peak Lookout Big Sky MT Gallatin 3,000 BUTTE-BOZEMAN Billings Gazette Billings MT Y Cellowstone 39,000 BILLINGS Cut Bank Pioneer Cut Bank MT Glacier 1,500 GREAT FALLS Great Falls Tribune Great Falls MT Cascade 27,000 GREAT FALLS Ravalli Republic Hamilton MT Ravalli 5,858 MISSOULA The Indpendent Record Editorial Helena MT Lewis & Clark 13,500 HELENA The Western News Libby MT Lincoln 3,232 SPOKANE Shelby Promoter Shelby MT Toole 1,550 GREAT FALLS West Yellowstone News West Yellowstone MT Gollatin 1,500 BUTTE-BOZEMAN Roanke-Chowan News Herald Ahoskie NC<		•			
Daily Times Leader West Point MS Clay 3,990 COLUMBUS-TUPELO-WEST POINT Belgrade News Belgrade MT Gallatin 4,500 BUTTE-BOZEMAN Lone Peak Lookout Big Sky MT Gallatin 3,000 BUTTE-BOZEMAN Billings Gazette Billings MT Yellowstone 39,000 BILLINGS Cut Bank Pioneer Cut Bank MT Clace 27,000 GREAT FALLS Great Falls MT Cascade 27,000 GREAT FALLS Ravalli Republic Hamilton MT Ravalli Republic 5,858 MISSOULA The Indpendent Record Editorial Helena MT Lewis & Clark 13,500 HELENA The Western News Libby MT Toole 1,550 GREAT FALLS Nebsty Promoter Shelby MT Toole 1,550 GREAT FALLS West Yellowstone News West Yellowstone MT Gallatin 1,500 BUTTE-BOZEMAN West Yellowstone News Mrest Yellowstone MT Gallatin 1,500 GREAT FALLS West Yellowstone News Herald Ahoskie	The Tylertown Times	Tylertown		Walthall	2,250 JACKSON MS
Belgrade News Belgrade MT Gallatin 4,500 BUTTE-BOZEMAN Lone Peak Lookout Big Sky MT Gallatin 3,000 BUTTE-BOZEMAN Billings Cazette Billings MT Yellowstone 39,000 BUTTE-BOZEMAN Cut Bank Pioneer Cut Bank MT Glacier 1,500 GREAT FALLS Great Falls Tribune Great Falls MT Cascade 27,000 GREAT FALLS Kavallii Republic Hamilton MT Ravallii Republic MS The Indpendent Record Editorial Helena MT Lewis & Clark 13,500 HELENA The Western News Libby MT Toole 1,550 GREAT FALLS Shelby Promoter Shelby MT Toole 1,550 GREAT FALLS West Yellowstone News West Yellowstone MT Pondera 250 GREAT FALLS West Yellowstone News Herald Ahoskie NC Hertford 10,302 NORFOLK-PORTSMTH-NEWPT NWS The Stanly News & Press Albemarle NC Stanly 7,800 GREAT FALLS Watauga Democrat Boone	Vicksburg Post	Vicksburg	MS	Warren	14,645 JACKSON MS
Lone Peak Lookout Big Sky MT Gallatin 3,000 BUTTE-BOZEMAN Billings Gazette Billings MT Yellowstone 39,000 BILLINGS Cut Bank Poincer Cut Bank MT Glacier 1,500 GREAT FALLS Great Falls Tribune Great Falls MT Cascade 27,000 GREAT FALLS Ravalii Republic Hamilton MT Ravalii 5,858 MISSOULA The Indpendent Record Editorial Helena MT Lewis & Clark 13,500 HELENA The Western News Libby MT Lincoln 3,232 SPOKANE Shelby Promoter Shelby MT Toole 1,550 GREAT FALLS The Vallerian Valier MT Ponder 250 GREAT FALLS West Yellowstone News West Yellowstone MT Gallatin 1,500 BUTTE-BOZEMAN Roanoke-Chowan News Herald Ahoskie NC Hertford 10,302 NORFOLK-PORTSMTH-NEWPT NWS The Stanly News & Press Albemarle NC Stanly 7,800 CHARLOTTE The Stanly News & Press Albemarle NC	Daily Times Leader	West Point	MS	Clay	3,990 COLUMBUS-TUPELO-WEST POINT
Billings Gazette Billings MT Yellowstone 39,000 BILLINGS Cut Bank Pioneer Cut Bank MT Glacier 1,500 GREAT FALLS Great Falls Tribune Great Falls MT Cascade 27,000 GREAT FALLS Ravalli Republic Hamilton MT Lewis & Clark 13,500 HELENA The Indpendent Record Editorial Helena MT Lewis & Clark 13,500 HELENA The Western News Libby MT Tincol 3,232 SPOKANE Shelby Promoter Shelby MT Toole 1,550 GREAT FALLS West Yellowstone News West Yellowstone MT Gallatin 1,500 BUTTE-BOZEMAN Roanoke-Chowan News Herald Ahoskie NC Hertford 10,302 NORFOLK-PORTSMTH-NEWPT NWS The Stanly News & Press Albemarle NC Stanly 7,800 GREENSBORO-H.POINT-W.SALEM The Randolph Guide Asheboro NC Randolph Guide Asheboro NC Randolph Guide Asheboro NC Avery 4,000 CHARLOTTE Times-News Burlington NC <td>Belgrade News</td> <td>Belgrade</td> <td>MT</td> <td>Gallatin</td> <td>4,500 BUTTE-BOZEMAN</td>	Belgrade News	Belgrade	MT	Gallatin	4,500 BUTTE-BOZEMAN
Cut Bank PioneerCut BankMTGlacier1,500 GREAT FALLSGreat Falls TribuneGreat FallsMTCascade27,000 GREAT FALLSRavalli RepublicHamiltonMTRavalli5,858 MISSOULAThe Indpendent Record EditorialHelenaMTLewis & Clark13,500 HELENAThe Western NewsLibbyMTLincoln3,232 SPOKANEShelby PomoterShelbyMTToole1,550 GREAT FALLSThe ValierianValierMTPondera250 GREAT FALLSWest Yellowstone NewsWest YellowstoneMTGallatin1,500 BUTTE-BOZEMANKoanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLE-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarieNCStanly7,800 CHARLOTTEThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H.POINT-W.SALEMWatauga DemocratBooneNCAvery4,020 CHARLOTTETimes-NewsBurlingtonNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Herald SunDurhamNCHarnett9,000 RALEIGH-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENSBORO-H.POINT-W.SALEMThe Daily CourierForest CityNCRutherford8,000 GREENVLL-SPART-ASHEVLL-AND <td>Lone Peak Lookout</td> <td>Big Sky</td> <td>MT</td> <td>Gallatin</td> <td>3,000 BUTTE-BOZEMAN</td>	Lone Peak Lookout	Big Sky	MT	Gallatin	3,000 BUTTE-BOZEMAN
Great Falls TribuneGreat FallsMTCascade27,000 GREAT FALLSRavalli RepublicHamiltonMTRavalli5,858 MISSOULAThe Indpendent Record EditorialHelenaMTLewis & Clark13,500 HELENAThe Western NewsLibbyMTLincoln3,232 SPOKANEShelby PromoterShelbyMTToole1,550 GREAT FALLSShelby PromoterShelbyMTPondera250 GREAT FALLSThe ValierianValierMTPondera250 GREAT FALLSWest Yellowstone NewsWest YellowstoneMTGallatin1,500 BUTTE-BOZEMANRoanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLK-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarleNCStanly7,800 GREENSBORO-H,POINT-W.SALEMThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H,POINT-W.SALEMWatauga DemocratBooneNCWatauga3,150 CHARLOTTEAvery Journal TimesBooneNCAlamance25,464 GREENSBORO-H,POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVILE)The Clemmons CourierClemmonsNCJohnston15,500 RALEIGH-DURHAM (FAYETVILE)The Herald SunDurhamNCPorsyth3,500 GREENSBORO-H,POINT-W.SALEMThe Daily CourierForest CityNCRutherford8,000 GREENVIL-SPART-ASHEVIL-ANDThe Daily DispatchHendersonNCGaston23,500 CHARLOTTE<	Billings Gazette	Billings	MT	Yellowstone	39,000 BILLINGS
Ravalli RepublicHamiltonMTRavalli5,858 MISSOULAThe Indpendent Record EditorialHelenaMTLewis & Clark13,500 HELENAThe Western NewsLibbyMTLincoln3,232 SPOKANEShelby PromoterShelbyMTToole1,550 GREAT FALLSThe ValierianValierMTPondera250 GREAT FALLSWest Yellowstone NewsWest Yellowstone NewsMTGallatin1,500 BUTTE-BOZEMANRoanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLK-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarleNCStanly7,800 CHARLOTTEThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H.POINT-W.SALEMWatauga DemocratBooneNCAvery4,020 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTEThe Clayton News-StarClaytonNCJohnston15,500 RREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RRELEGH-DURHAM (FAYETVLLE)The Daily RecordDunnNCJohnston15,500 RREENSBORO-H.POINT-W.SALEMThe Daily GourierForest CityNCRutherford8,000 GREENVLL-SPART-ASHEVLL-ANDThe Daily DispatchHendersonNCGaston23,500 CHARLOTTEThe Daily DispatchHendersonNCCatawba20,400 CHARLOTTEThe Herald WeeklyHunt	Cut Bank Pioneer	Cut Bank	MT	Glacier	1,500 GREAT FALLS
The Indpendent Record Editorial The Western News Libby MT Lincoln 3,232 SPOKANE Shelby Promoter Shelby MT Toole 1,550 GREAT FALLS The Valier MT Pondera 250 GREAT FALLS West Yellowstone News West Yellowstone MT Gallatin 1,500 BUTTE-BOZEMAN Noanoke-Chowan News Herald Ahoskie NC Hertford 10,302 NORFOLK-PORTSMTH-NEWPT NWS The Stanly News & Press Albemarle NC Stanly The Randolph Guide Asheboro NC Randolph Guide Asheboro NC Watauga Boone NC Watauga Boone NC Watauga Mamarce Avery Journal Times Boone NC Avery Augo CHARLOTTE The Clayton News-Star Clayton NC Clemmons Courier Clemmons Courier Clemmons NC Clemm	Great Falls Tribune	Great Falls	MT	Cascade	27,000 GREAT FALLS
The Western NewsLibbyMTLincoln3,232 SPOKANEShelby PromoterShelbyMTToole1,550 GREAT FALLSThe ValierianValierMTPondera250 GREAT FALLSWest Yellowstone NewsWest YellowstoneMTGallatin1,500 BUTTE-BOZEMANRoanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLK-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarleNCStanly7,800 CHARLOTTEThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H.POINT-W.SALEMWatauga DemocratBooneNCWatauga3,150 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTEAvery Journal TimesBooneNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Daily RecordDurnNCHarnett9,000 RALEIGH-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENVSBORO-H.POINT-W.SALEMThe Gaston GazetteGastoniaNCGaston23,500 CHARLOTTEThe Daily DispatchHendersonNCRutherford8,000 RALEIGH-DURHAM (FAYETVLLE)The High Point EnterpriseHickoryNCCatawba20,400 CHARLOTTEThe High Point EnterpriseHigh PointNCGuilford21,800 GREENSBORO-H.POI	Ravalli Republic	Hamilton	MT	Ravalli	5,858 MISSOULA
Shelby PromoterShelbyMTToole1,550 GREAT FALLSThe ValierianValierMTPondera250 GREAT FALLSWest Yellowstone NewsWest YellowstoneMTGallatin1,500 BUTTE-BOZEMANRoanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLK-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarleNCStanly7,800 CHARLOTTEThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H.POINT-W.SALEMWatauga DemocratBooneNCWatauga3,150 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTETimes-NewsBurlingtonNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Clemmons CourierClemmonsNCForsyth3,500 GREENSBORO-H.POINT-W.SALEMThe Daily RecordDunnNCHarnett9,000 RALEIGH-DURHAM (FAYETVLLE)The Herald SunDurhamNCDurham30,000 RALEIGH-DURHAM (FAYETVLLE)The Gaston GazetteGastoniaNCGaston23,500 CHARLOTTEThe Daily DispatchHendersonNCCatawba20,400 CHARLOTTEHickory Daily RecordHickoryNCCatawba20,400 CHARLOTTEThe High Point EnterpriseHigh PointNCGaston21,800 GREENYBLE-NDIRT-W.SALEMDenver WeeklyHuntersvilleNCMecklenburg25,000 CHARLOTTEThe Hera	The Indpendent Record Editorial	Helena	MT	Lewis & Clark	13,500 HELENA
The Valier and Valier MT Pondera 250 GREAT FALLS West Yellowstone News West Yellowstone MT Gallatin 1,500 BUTTE-BOZEMAN Roanoke-Chowan News Herald Ahoskie NC Hertford 10,302 NORFOLK-PORTSMTH-NEWPT NWS The Stanly News & Press Albemarle NC Stanly 7,800 CHARLOTTE The Randolph Guide Asheboro NC Randolph 2,500 GREENSBORO-H.POINT-W.SALEM Watauga Democrat Boone NC Watauga 3,150 CHARLOTTE Avery Journal Times Boone NC Avery 4,020 CHARLOTTE Times-News Burlington NC Alamance 25,464 GREENSBORO-H.POINT-W.SALEM The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENVIL-SPART-ASHEVIL-AND The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Gwelchenburg 8,000 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE The Daily News Jacksonville NC Mecklenburg 10,000 CHARLOTTE News High Point Fitbune Kannapolis NC Gabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	The Western News	Libby	MT	Lincoln	3,232 SPOKANE
The Valier and Valier MT Pondera 250 GREAT FALLS West Yellowstone News West Yellowstone MT Gallatin 1,500 BUTTE-BOZEMAN Roanoke-Chowan News Herald Ahoskie NC Hertford 10,302 NORFOLK-PORTSMTH-NEWPT NWS The Stanly News & Press Albemarle NC Stanly 7,800 CHARLOTTE The Randolph Guide Asheboro NC Randolph 2,500 GREENSBORO-H.POINT-W.SALEM Watauga Democrat Boone NC Watauga 3,150 CHARLOTTE Avery Journal Times Boone NC Avery 4,020 CHARLOTTE Times-News Burlington NC Alamance 25,464 GREENSBORO-H.POINT-W.SALEM The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Burtham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENVIL-SPART-ASHEVIL-AND The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Gatawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE The Daily News Jacksonville NC Mecklenburg 10,000 CHARLOTTE News Honder No Mecklenburg 10,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	Shelby Promoter	Shelby	MT	Toole	1,550 GREAT FALLS
Roanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLK-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarleNCStanly7,800 CHARLOTTEThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H.POINT-W.SALEMWatauga DemocratBooneNCWatauga3,150 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTETimes-NewsBurlingtonNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Clemmons CourierClemmonsNCForsyth3,500 GREENSBORO-H.POINT-W.SALEMThe Daily RecordDunnNCHarnett9,000 RALEIGH-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENVBL-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENVLL-SPART-ASHEVLL-ANDThe Gaston GazetteGastoniaNCGaston23,500 CHARLOTTEThe Daily DispatchHendersonNCVance8,000 RALEIGH-DURHAM (FAYETVLLE)Hickory Daily RecordHickoryNCCatawba20,400 CHARLOTTEThe High Point EnterpriseHigh PointNCGuilford21,800 GREENSBORO-H.POINT-W.SALEMDenver WeeklyHuntersvilleNCMecklenburg8,000 CHARLOTTEThe Herald WeeklyHuntersvilleNCMecklenburg25,000 CHARLOTTEMountain Island MonitorHuntersvilleNC<		Valier	MT	Pondera	250 GREAT FALLS
Roanoke-Chowan News HeraldAhoskieNCHertford10,302 NORFOLK-PORTSMTH-NEWPT NWSThe Stanly News & PressAlbemarleNCStanly7,800 CHARLOTTEThe Randolph GuideAsheboroNCRandolph2,500 GREENSBORO-H.POINT-W.SALEMWatauga DemocratBooneNCWatauga3,150 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTETimes-NewsBurlingtonNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Clemmons CourierClemmonsNCForsyth3,500 GREENSBORO-H.POINT-W.SALEMThe Daily RecordDunnNCHarnett9,000 RALEIGH-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENVBL-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENVLL-SPART-ASHEVLL-ANDThe Gaston GazetteGastoniaNCGaston23,500 CHARLOTTEThe Daily DispatchHendersonNCVance8,000 RALEIGH-DURHAM (FAYETVLLE)Hickory Daily RecordHickoryNCCatawba20,400 CHARLOTTEThe High Point EnterpriseHigh PointNCGuilford21,800 GREENSBORO-H.POINT-W.SALEMDenver WeeklyHuntersvilleNCMecklenburg8,000 CHARLOTTEThe Herald WeeklyHuntersvilleNCMecklenburg25,000 CHARLOTTEMountain Island MonitorHuntersvilleNC<	West Yellowstone News	West Yellowstone			1.500 BUTTE-BOZEMAN
The Stanly News & Press Albemarle NC Stanly 7,800 CHARLOTTE The Randolph Guide Asheboro NC Randolph 2,500 GREENSBORO-H.POINT-W.SALEM Watauga Democrat Boone NC Avery 4,020 CHARLOTTE Avery Journal Times Boone NC Avery 4,020 CHARLOTTE Avery Journal Times Boone NC Avery Alozo CHARLOTTE Avery Journal Times Boone NC Avery Alozo CHARLOTTE The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENSL-SPART-ASHEVLL-AND The Daily Dispatch Henderson NC Gaston 23,500 CHARLOTTE The Daily Dispatch Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg NC Mecklenburg 10,000 CHARLOTTE Mecklenburg NC Mecklenburg 10,000 CHARLOTTE Mecklenburg NC					-
The Randolph Guide Asheboro NC Randolph Watauga Democrat Boone NC Watauga 3,150 CHARLOTTE Avery Journal Times Boone NC Avery 4,020 CHARLOTTE Times-News Burlington NC Alamance 25,464 GREENSBORO-H.POINT-W.SALEM The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford Raston Gazette Gastonia NC Gaston 123,500 CHARLOTTE The Daily Dispatch Henderson NC Vance R,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford Denver Weekly Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN					
Watauga DemocratBooneNCWatauga3,150 CHARLOTTEAvery Journal TimesBooneNCAvery4,020 CHARLOTTETimes-NewsBurlingtonNCAlamance25,464 GREENSBORO-H.POINT-W.SALEMThe Clayton News-StarClaytonNCJohnston15,500 RALEIGH-DURHAM (FAYETVLLE)The Clemmons CourierClemmonsNCForsyth3,500 GREENSBORO-H.POINT-W.SALEMThe Daily RecordDunnNCHarnett9,000 RALEIGH-DURHAM (FAYETVLLE)The Herald SunDurhamNCDurham30,000 RALEIGH-DURHAM (FAYETVLLE)The Daily CourierForest CityNCRutherford8,000 GREENVLL-SPART-ASHEVLL-ANDThe Gaston GazetteGastoniaNCGaston23,500 CHARLOTTEThe Daily DispatchHendersonNCVance8,000 RALEIGH-DURHAM (FAYETVLLE)Hickory Daily RecordHickoryNCCatawba20,400 CHARLOTTEThe High Point EnterpriseHigh PointNCGuilford21,800 GREENSBORO-H.POINT-W.SALEMDenver WeeklyHuntersvilleNCMecklenburg8,000 CHARLOTTEThe Herald WeeklyHuntersvilleNCMecklenburg25,000 CHARLOTTEThe Daily NewsJacksonvilleNCOnslow19,984 GREENVILLE-N.BERN-WASHNGTNIndependent TribuneKannapolisNCCabarrus12,000 CHARLOTTEKinston Free PressKinstonNCLenior10,843 GREENVILLE-N.BERN-WASHNGTN	-			•	•
Avery Journal Times Boone NC Avery 4,020 CHARLOTTE Times-News Burlington NC Alamance 25,464 GREENSBORO-H.POINT-W.SALEM The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham NC Durham NC Rutherford 8,000 GREENVLL-SPART-ASHEVLL-AND The Gaston Gazette Gastonia NC Gaston 123,500 CHARLOTTE The Daily Dispatch Henderson NC Vance R,000 RALEIGH-DURHAM (FAYETVLLE) The Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford Denver Weekly Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN				•	•
Times-News Burlington NC Alamance 25,464 GREENSBORO-H.POINT-W.SALEM The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENVLL-SPART-ASHEVLL-AND The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE	•			=	-
The Clayton News-Star Clayton NC Johnston 15,500 RALEIGH-DURHAM (FAYETVLLE) The Clemmons Courier Clemmons NC Forsyth 3,500 GREENSBORO-H.POINT-W.SALEM The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENVLL-SPART-ASHEVLL-AND The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	•			•	•
The Clemmons Courier Clemmons Clempott Clemmons Clempott Clemmons Clempott Clemmons Clempott Clemmons Clempott Clemmons Clempott		=			•
The Daily Record Dunn NC Harnett 9,000 RALEIGH-DURHAM (FAYETVLLE) The Herald Sun Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENVLL-SPART-ASHEVLL-AND The Gaston Gazette Gastonia NC Gaston The Daily Dispatch Henderson NC Vance Rutherford Room RALEIGH-DURHAM (FAYETVLLE) The Daily Dispatch Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford Denver Weekly Huntersville NC Mecklenburg The Herald Weekly Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN					
The Herald Sun Durham NC Durham 30,000 RALEIGH-DURHAM (FAYETVLLE) The Daily Courier Forest City NC Rutherford 8,000 GREENVLL-SPART-ASHEVLL-AND The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN				· · · · · · · · · · · · · · · · · · ·	•
The Daily Courier Forest City NC Rutherford 8,000 GREENVLL-SPART-ASHEVLL-AND The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	,				,
The Gaston Gazette Gastonia NC Gaston 23,500 CHARLOTTE The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN					
The Daily Dispatch Henderson NC Vance 8,000 RALEIGH-DURHAM (FAYETVLLE) Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	· · · · · · · · · · · · · · · · · · ·	•			
Hickory Daily Record Hickory NC Catawba 20,400 CHARLOTTE The High Point Enterprise High Point NC Guilford 21,800 GREENSBORO-H.POINT-W.SALEM Denver Weekly Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN					•
The High Point Enterprise Denver Weekly Huntersville Huntersville Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE 10,000 CHARLOTTE NC Mecklenburg 10,000 CHARLOTTE NC Mecklenburg 10,000 CHARLOTTE	, ·				
Denver Weekly Huntersville NC Mecklenburg 8,000 CHARLOTTE The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	•	•			•
The Herald Weekly Huntersville NC Mecklenburg 25,000 CHARLOTTE Mountain Island Monitor Huntersville NC Mecklenburg 10,000 CHARLOTTE The Daily News Jacksonville NC Onslow 19,984 GREENVILLE-N.BERN-WASHNGTN Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN		•			
Mountain Island MonitorHuntersvilleNCMecklenburg10,000 CHARLOTTEThe Daily NewsJacksonvilleNCOnslow19,984 GREENVILLE-N.BERN-WASHNGTNIndependent TribuneKannapolisNCCabarrus12,000 CHARLOTTEKinston Free PressKinstonNCLenior10,843 GREENVILLE-N.BERN-WASHNGTN	-			=	
The Daily NewsJacksonvilleNCOnslow19,984 GREENVILLE-N.BERN-WASHNGTNIndependent TribuneKannapolisNCCabarrus12,000 CHARLOTTEKinston Free PressKinstonNCLenior10,843 GREENVILLE-N.BERN-WASHNGTN	•			•	•
Independent Tribune Kannapolis NC Cabarrus 12,000 CHARLOTTE Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN				=	
Kinston Free Press Kinston NC Lenior 10,843 GREENVILLE-N.BERN-WASHNGTN	•				•
·	·				-
News-Topic Lenoir NC Caldwell 8,800 CHARLOTTE					
	News-Topic	Lenoir	NC	Caldwell	8,800 CHARLOTTE

				- COO COSSANIAL COADT ACUSTAL AND
The McDowell New	Marion	NC	McDowell	5,600 GREENVLL-SPART-ASHEVLL-AND
Davie County Enterprise-Record	Mocksville	NC	Davie	7,000 GREENSBORO-H.POINT-W.SALEM
The Enquirer-Journal	Monroe	NC	Union	6,300 CHARLOTTE
The News Herald	Morganton	NC	Burke	9,200 CHARLOTTE
The Sun Journal	New Bern	NC	Craven	14,613 GREENVILLE-N.BERN-WASHNGTN
The News & Observer	Raleigh	NC	Wake	130,500 RALEIGH-DURHAM (FAYETVLLE)
The Salisbury Post	Salisbury	NC	Rowan	18,500 CHARLOTTE
The Sanford Herald	Sanford	NC	Lee	9,000 RALEIGH-DURHAM (FAYETVLLE)
Shelby Star	Shelby	NC	Cleveland	10,800 CHARLOTTE
The Pilot	Southern Pines	NC	Moore	15,000 RALEIGH-DURHAM (FAYETVLLE)
Statesville Record & Landmark	Statesville	NC	Iredell	10,500 CHARLOTTE
The Daily Southerner	Tarboro	NC	Edgecombe	4,850 RALEIGH-DURHAM (FAYETVLLE)
The Bismarck Tribune	Bismarck	ND	Burleigh	29,290 MINOT-BISMARCK-DICKINSON
Devils Lake Journal	Devils Lake	ND	Ramsey	3,400 FARGO-VALLEY CITY
The Dickinson Press	Dickinson	ND	Stark	6,565 MINOT-BISMARCK-DICKINSON
The Forum	Fargo	ND	Cass	52,459 FARGO-VALLEY CITY
Grand Forks Herald	Grand Forks	ND	Grand Forks	32,663 FARGO-VALLEY CITY
The Jamestown Sun	Jamestown	ND	Stutsman	6,928 FARGO-VALLEY CITY
BHG Inc. Newspapers	Minot	ND	Various	5,555 MINOT-BISMARCK-DICKINSON
Northern Sentry	Minot	ND	Mercer	5,555 MINOT-BISMARCK-DICKINSON
Ashland Gazette	Ashland	NE	Saunders	2,000 OMAHA
Beatrice Daily Sun	Breatrice	NE	Gage	5,200 LINCOLN & HASTINGS-KRNY
Columbus Telegram	Columbus	NE	Platte	8,900 OMAHA
Fremont Tribune	Fremont	NE	Dodge	7,200 OMAHA
Grand Island Independent	Grand Island	NE	Hall	20,200 LINCOLN & HASTINGS-KRNY
Journal - Register	Hebron	NE	Thayer	1,700 LINCOLN & HASTINGS-KRNY
Kearney Hub	Kearney	NE	Buffalo	13,130 LINCOLN & HASTINGS-KRNY
McCook Daily Gazette	McCook	NE	Red Willow	5,050 LINCOLN & HASTINGS-KRNY
The Minden Courier	Minden	NE	Kearny	2,239 LINCOLN & HASTINGS-KRNY
Nebraska City News-Press	Nebraska City	NE	Otoe	2,208 OMAHA
Norfolk Daily News	Norfolk	NE	Madison	15,500 SIOUX CITY
North Platte Telegraph	North Platte	NE	Lincoln	12,867 NORTH PLATTE
The Omaha World-Herald	Omaha	NE	Douglas	166,260 OMAHA
Star Herald	Scottsbluff	NE	Scotts Bluff	15,150 CHEYENNE-SCOTTSBLUF
Syracuse Journal-Democrat	Syracuse	NE	Otoe	2,200 OMAHA
Wahoo Newspaper	Wahoo	NE	Saunders	2,000 OMAHA
Waverly News	Waverly	NE	Saunders	2,200 LINCOLN & HASTINGS-KRNY
News-Time	York	NE	York	4,545 LINCOLN & HASTINGS-KRNY
Eagle Times	Claremont	NH	Sullivan	7,900 BURLINGTON-PLATTSBURGH
Concord Monitor	Concord	NH	Merrimack	17,000 BOSTON (MANCHESTER)
The Telegraph	Hudson	NH	Hillsborough	20,000 BOSTON (MANCHESTER)
Keene Sentinel	Keene	NH	Cheshire	12,112 BOSTON (MANCHESTER)
Laconia Citizen	Laconia	NH	Belknap	7,500 BOSTON (MANCHESTER)
New Jersey Herald	Newton	NJ	Sussex	12,150 NEW YORK
The Record	Woodland Park	NJ	Bergen	166,040 NEW YORK
Alamogordo Daily News	Alamogordo	NM	Otero	6,500 ALBUQUERQUE-SANTA FE
The Albuquerque Journal	Albuquerque	NM	Bernalillo	104,000 ALBUQUERQUE-SANTA FE
Carlsbad Current-Argus	Carlsbad	NM	Eddy	6,600 ALBUQUERQUE-SANTA FE
Deming Headlight	Deming	NM	Luna	3,000 ALBUQUERQUE-SANTA FE
The Call and decreased and	Farmington	NM	San Jaun	19,000 ALBUQUERQUE-SANTA FE
The Gallup Independent	Gallup	NM	McKinley	22,000 ALBUQUERQUE-SANTA FE
Hobbs News Sun	Hobbs	NM	Lea	10,393 ALBUQUERQUE-SANTA FE
Los Alamos Monitor	Las Alamos	NM	Los Alamos	5,444 ALBUQUERQUE-SANTA FE
Las Cruces Sun-News	Las Cruces	NM	Dona Ana	21,500 EL PASO
Las Vegas Optic	Las Vegas	NM	San Miguel	4,949 ALBUQUERQUE-SANTA FE
Roswell Daily Record	Roswell	NM	Chaves	10,940 ALBUQUERQUE-SANTA FE
The Ruidoso News	Ruidoso	NM	Lincoln	6,300 ALBUQUERQUE-SANTA FE
The Santa Fe New Mexican	Santa Fe	NM	Santa Fe	21,250 ALBUQUERQUE-SANTA FE
Nevada Appeal	Carson City	NV	Washoe	10,050 RENO
Lincoln County Record	Ely	NV	Lincoln	2,000 SALT LAKE CITY
Lahontan Valley News	Fallon	NV	Churchhill	3,150 RENO
The Record Courier	Gardnerville	NV	Douglas	5,000 RENO
Mineral County Independent News	Hawthorne	NV	Mineral	1,500 RENO
North Lake Tahoe Bonanza	Incline Village	NV	Washoe	3,900 RENO
The Humboldt Sun	Winnemucca	NV	Humboldt	4,040 RENO

Messanger Past Newspapers	The Daily News	Batavia	NY	Genesee	13,000 BUFFALO
Catsbill Daily Wall Catsbill NY Greene 3,500 ALBAMY-SCHNECTADY-TROY Centame Courier Chatham NY Columbia 1,800 ALBAMY-SCHNECTADY-TROY Genese Country Express Dansylle NY Unitotion 2,562 ROCHESTER NY The Post Star Genese Country Express Genese Country Express NY Warren 2,560 ALBAMY-SCHENCTADY-TROY The Forst Star Hudson NY Columbia 5,000 ALBAMY-SCHENCTADY-TROY Hedson Register-Star Hudson NY Columbia 5,000 ALBAMY-SCHENCTADY-TROY Times Herald-Record Middletown NY Orange 59,000 NEW YORK Times Herald-Record New York NY Oxena NY Oxena Times Herald-Record Oneonta NY Oxena 13,500 UTICA Cooperstown Crier Oneonta NY Oxena 13,500 UTICA Cooperstown Crier Oneonta NY Oxena 13,500 UTICA Cooperstown Crier Oneonta NY Oxena 3,132 STRALLSUS Time Start </td <td>•</td> <td></td> <td></td> <td></td> <td>•</td>	•				•
Chatham NY Columbia 1,800 ALBAMY SCHENECTADY-TROY		•			
Genese Country Express	•			Columbia	
Finger Lakes Times		Dansville	NY	Livingston	•
The tyening Telegram		Geneva	NY	_	·
Hudson Ny	The Post Star	Glens Falls	NY	Warren	25,500 ALBANY-SCHENECTADY-TROY
The Evening Times	The Evening Telegram	Herkimer	NY	Herkimer	3,300 UTICA
Times Feral-B Record Middletown NY Orange 59,000 NEW YORK New York Dally Star Oneonta NY Chenango 13,500 UTICA Cooperstown Crier Oneonta NY Ossego 13,500 UTICA The Dally Star Oswego NY Oswego 1,811 UTICA The Palladium Times Oswego NY Oswego 6,322 SYRACUSE The Chronicle-Express Penn Yan NY Vales 3,383 RON-ESTER NY Press-Republican Plattsburgh NY Clinton 2,000 BURINISTON PLATTSBUBGH Mourtain Eagle Stamford NY Greene 2,200 BINGHAMTON Watertown Daily Times Watertown Bull NY Clinton 2,500 BURINISTIONY Windham Juuraal Windham NY Cleimbia 1,520 ALBANY-SCHENCTADY-TROY Uster Townsman Woodstock NY Uster 2,200 BINGHAMTON The Subarbanite Akron OH Stark 3,4138 CLEYELAND-ARKON (CANTON) The Akron Beacon Journal Akron OH Stark <td>Hudson Register-Star</td> <td>Hudson</td> <td>NY</td> <td>Columbia</td> <td>5,000 ALBANY-SCHENECTADY-TROY</td>	Hudson Register-Star	Hudson	NY	Columbia	5,000 ALBANY-SCHENECTADY-TROY
New York Daily News	The Evening Times	Little Falls	NY	Herkimer	2,000 UTICA
The Daily Star	Times Herald-Record	Middletown	NY	Orange	59,000 NEW YORK
Coopertown Crier Oneonta NY Otsego 1.811 UTICA The Palladium Times Owego NY Oxwego 6.322 SYRACUSE The Chronicle-Express Penn Yan NY Vates 3.838 ROCHESTER NY Press Republican Penn Yan NY Clinton 2,000 BURLINGTON-PLATTSBURGH The Daily Gazette Stamford NY Greene 2,200 BINGHAITON Watertown Daily Times Watertown NY Greene 2,200 BINGHAITON Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY The Subarbanite Akron OH Stark 3,138 CLEVELAND-ARRON (CANTON) New Alliance OH Stark 12,000 CLEVELAND-ARRON (CANTON) New Beacon Alliance OH Stark 12,000 CLEVELAND-ARRON (CANTON) Star Beacon Ashtabula OH Ashtabula 13,750 CLEVELAND-ARRON (CANTON) Marcia Salaman Alhens OH	New York Daily News	New York	NY	New York	800,000 NEW YORK
The Palladium Times	The Daily Star	Oneonta	NY	Chenango	13,500 UTICA
The Chronicle-Express	Cooperstown Crier	Oneonta	NY	Otsego	1,811 UTICA
Press-Republican Plattsburgh NY Clinton 20,000 BURLINGTON-PLATTSBURGH The Dally Gazette Schenectady NY Greene 2,200 BINGHAMTON Watertown Dally Times Watertown NY Greene 2,200 BINGHAMTON Windham Journal Windham NY Columbia 1,200 ABMAN'S CHENECTADY-TROY Ulster Townsman Woodstock NY Ulster 2,500 NEW YORK His Esbarbanite Akron OH Stark 34,138 GLEVELAND-AKRON (CANTON) The Kron Beacon Journal Akron OH Summit 12,000 CLEVELAND-AKRON (CANTON) Ashland differes Gazette Alshland OH Stark 12,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashland 1,400 CLEVELAND-AKRON (CANTON) Star Beacon <td>The Palladium Times</td> <td>Oswego</td> <td>NY</td> <td>Oswego</td> <td>6,322 SYRACUSE</td>	The Palladium Times	Oswego	NY	Oswego	6,322 SYRACUSE
The Daily Gazette	The Chronicle-Express	Penn Yan	NY	Yates	3,838 ROCHESTER NY
Mountain Eagle Stamford NY Greene 2,200 BINGHAMTON Watertown Daily Times Watertown NY Jefferson 26,000 WATERTOWN Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY Uister Townsman Woodstock NY Uister 2,500 NEW YORK The Subarbanite Akron OH Stark 34,138 GLEVELAND-AKRON (CANTON) The Akron Beacon Journal Akron OH Summit 112,000 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashland 1,400 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashland 1,400 CLEVELAND-AKRON (CANTON) The Arbens Messenger Athens OH Athens 3,275 CHARLESTON-HUNTINGTON Vinton Country Courier Athens OH Huron 3,350 CLEVELAND-AKRON (CANTON) Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON)	Press-Republican	Plattsburgh	NY	Clinton	20,000 BURLINGTON-PLATTSBURGH
Watertown Daily Times Watertown NY Lefferson 26,000 WATERTOWN Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENCTADY-TROY Ulster Townsman Woodstock NY Ulster 2,500 NEW YORK The Subarbanite Akron OH Stark 13,413 CLEVELAND-AKRON (CANTON) Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Ashland Indian OH Ashland 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashlabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Athens Messenger Critical OH Athabula 13,350 CLEVELAND-AKRON (CANTON) The Branch Messenger Critical	The Daily Gazette	Schenectady	NY	Albany	50,500 ALBANY-SCHENECTADY-TROY
Windham Journal Windham NY Columbia 1,520 ALBANY-SCHENECTADY-TROY UIster Townsman Woodstock NY UIster 2,500 NEW YORK The Subarbanite Akron OH Stark 34,138 CLEVELAND-AKRON (CANTON) Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashland 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashland 14,000 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton County Courter Athens OH Winton 3,300 CLEVELAND-AKRON (CANTON) The Appan Times Bryan OH Williams 10,313 TOLEDO The Herald Circleville OH Pickaway 6,600 COLUMBUS OH The Crosent-News Delaware OH Delaware 8,119 COLUMBUS OH The Cronicle Telegram Eliyria OH Delaware 8,119 COLUMBUS OH The Delaware Gazette Hillsboro<	Mountain Eagle	Stamford	NY	Greene	2,200 BINGHAMTON
USter Townsman Woodstock NY Ulster 2,500 NEW YORK The Subarbanite Akron OH 52 xirk 34,138 CLEVELAND-AKRON (CANTON) The Akron Beacon Journal Akron OH 52 xirk 12,000 CLEVELAND-AKRON (CANTON) Review Alliance OH Astrak 12,000 CLEVELAND-AKRON (CANTON) Ashland Image OH Ashlabula 1,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashtabula 3,375 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH William 3,335 CLEVELAND-AKRON (CANTON) Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Bepository Canton OH Surk 66,000 CLEVELAND-AKRON (CANTON) The Herlad Circleville OH Pickaware 66,000 CLEVELAND-AKRON (CANTON) The Delaware Gazette Deflance OH Delaware 8,119 COLLIMBUS OH The Chronice Telegram Elivia OH Lorain 2	Watertown Daily Times	Watertown	NY		26,000 WATERTOWN
The Subarbanite Akron OH Stark 34,138 CLEVELAND-AKRON (CANTON) The Akron Beacon Journal Akron OH Stark 112,000 CLEVELAND-AKRON (CANTON) Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashlabula 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashland OH Ashlabula 14,000 CLEVELAND-AKRON (CANTON) The Altens Messenger Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinton Courley Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herlad Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elegram OH Delaware 8,119 COLUMBUS OH He Lackson County Times G	Windham Journal	Windham	NY	Columbia	1,520 ALBANY-SCHENECTADY-TROY
The Akron Beacon Journal Akron OH Summit 112,000 CLEVELAND-AKRON (CANTON) Review Ashland OH Ashland 12,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashlabula OH Ashlabul 13,750 CLEVELAND-AKRON (CANTON) Nitho Research Ashlabula OH Ashlabula 13,750 CLEVELAND-AKRON (CANTON) Nitho Research Athens OH Ashlabula 13,750 CLEVELAND-AKRON (CANTON) Nitho County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinto Repair Times Bryan OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CELVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 66,000 CELVELAND-AKRON (CANTON) The Delaware Gazette Defiance OH Defiance 16,000 TOLEDO The Leberare Gazette Defiance OH Defiance 16,200 TOLEDO The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Hillsbor	Ulster Townsman	Woodstock	NY	Ulster	2,500 NEW YORK
Review Alliance OH Stark 12,000 CLEVELAND-AKRON (CANTON) Ashland Times-Gazette Ashland OH Ashlabula 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashlabula OH Ashlabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton Courcy Courler Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Williams 10,313 TOLEDO The Repository Canton OH Stark 6,600 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 CLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Delaware Gazette Bloware OH Delaware 8,119 COLUMBUS OH The Jackson County Times Gazette	The Subarbanite	Akron		Stark	34,138 CLEVELAND-AKRON (CANTON)
Ashland Times-Gazette Ashland OH Ashland 14,000 CLEVELAND-AKRON (CANTON) Star Beacon Ashabula OH Ashtabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Williams 10,313 TOLEDO The Repository Canton OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Repository Canton OH Deflance OH Deflance The Chronicle Telegram Deflance OH Deflaware 16,000 TOLEDO The Chronicle Telegram Elyria OH Loeaware 1,500 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Hillsboro OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Brown 3,600 CLEVELAND-AKRON (CANTON)	The Akron Beacon Journal				112,000 CLEVELAND-AKRON (CANTON)
Star Beacon Ashtabula OH Ashtabula 13,750 CLEVELAND-AKRON (CANTON) The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton Country Courier Athens OH Athens 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Bryan Times Bryan OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Pickaway 6,6000 CLUMBUS OH The Repository Canton OH Pickaway 6,6000 CLUMBUS OH The Parkance Deflance OH Deflance 1,600 TOLEDO The Delaware Gazette Delaware OH Deflance 1,610 TOLEDO The Chronicle Telegram Elyria OH Lorain 2,5755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro OH Highland 3,637 CINCINNATI The Jackson 5,500 CHARELSTON-HUNTINGTON					
The Athens Messenger Athens OH Athens 8,275 CHARLESTON-HUNTINGTON Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Williams 10,313 TOLEDO The Repository Canton OH Williams 10,313 TOLEDO The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,000 TOLEDO The Delaware Gazette Defiance OH Defiance 16,000 TOLEDO The Delaware Gazette Defiance OH Defiance 16,000 TOLEDO The Delaware Gazette Helisboro Times Elyria OH Lelaware 8,119 COLUMBUS OH Hillsboro Times Gazette Hillsboro Times Gazette Hillsboro Times Gazette Millsboro Times Gazette All Gold CINCINNATI The Jackson County Times-Journal Jackson OH Pidackson County Times-Journal Jackson 5,500 CHARLESTON-HUNTINGTON Sugarcreek-Bellbrook Times Kettering OH <					
Vinton County Courier Athens OH Vinton 2,200 CHARLESTON-HUNTINGTON Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Bryan Times Bryan OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson OH Bryan 3,460 CINCINNATI The Jackson County Times-Journal Kettering OH Greene 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 11,300 DAYTON Times Communi					
Gazette Publishing Company Bellevue OH Huron 3,350 CLEVELAND-AKRON (CANTON) The Repository Canton OH Williams 10,313 TOLEDO The Repository Canton OH Pickaway 6,600 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 CLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson 0H Portage 18,000 CLEVELAND-AKRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Portage 18,000 CLEVELAND-AKRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Fulton 14,677 DAYTON Times Community Newspapers - North Kettering OH Fulton 14,677 DAYTON	-				
The Bryan Times Bryan OH Williams 10,313 TOLEDO The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,537 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI He Jackson County Times-Journal Jackson OH Highland 3,637 CINCINNATI Record Courier Kent OH Portage 18,000 CLEVELAND-AKRON (CANTON) Record Courier Kent OH Putton 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 11,300 DAYTON Logan Daily News Logan O	•				•
The Repository Canton OH Stark 66,000 CLEVELAND-AKRON (CANTON) The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-AKRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI Record Courier Kent OH Portage 18,000 CLEVELAND-AKRON (CANTON) Nugarcreek-Bellbrook Times Kettering OH Fulton 1,4677 DAYTON Times Community Newspapers - North Kettering OH Fulton 11,300 DAYTON Madison Press London OH Hocking 3,900 COLUMBUS OH Marysville Journal - Tribune M					
The Herald Circleville OH Pickaway 6,600 COLUMBUS OH Cresent-News Defiance OH Defiance 16,200 TOLEDO 16.00 TO	-	•			•
Cresent-NewsDefianceOHDefiance16,200 TOLEDOThe Delaware GazetteDelawareOHDelaware8,119 COLUMBUS OHThe Chronicle TelegramElyriaOHLorain25,755 CLEVELAND-AKRON (CANTON)Georgetown News DemocratGeorgetownOHBrown3,460 CINCINNATIHillsboro Times GazetteHillsboroOHHighland3,637 CINCINNATIThe Jackson County Times-JournalJacksonOHPortage18,000 CLEVELAND-AKRON (CANTON)Record CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHFulton11,300 DAYTONTimes Community Newspapers - NorthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMargosille Journal - TribuneMarysvilleOHOHMadison4,545 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHRichwood GazetteMarysvilleOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHPerry4,000 COLUMBUS OHPerry County TribuneNew ExingtonOHPerry4,000 COLUMBUS OHNorwalk ReflectorNorwalkOHPerry4,000 COLUMBUS OHNorwalk ReflectorNorwalkOHFrie24,400 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHPreble13,681 DAYTONThe Sidney Daily News<					
The Delaware Gazette Delaware OH Delaware 8,119 COLUMBUS OH The Chronicle Telegram Elyria OH Lorain 25,755 CLEVELAND-ARRON (CANTON) Georgetown News Democrat Georgetown OH Brown 3,460 CINCINNATI Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson OH Highland 3,637 CINCINNATI Record Courier Kent OH Portage 18,000 CLEVELAND-ARRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Greene 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 14,677 DAYTON Times Community Newspapers - South Kettering OH Fulton 14,677 DAYTON Logan OH Hocking 3,900 COLUMBUS OH Marison Press London OH Hocking 3,900 COLUMBUS OH Marison Press London OH Hocking 3,900 COLUMBUS OH Marishon Press Marysville OH				•	
The Chronicle TelegramElyriaOHLorain25,755 CLEVELAND-AKRON (CANTON)Georgetown News DemocratGeorgetownOHBrown3,460 CINCINNATIHillsboro Times GazetteHillsboroOHHighland3,637 CINCINNATIThe Jackson County Times-JournalJacksonOHJackson5,500 CHARLESTON-HUNTINGTONRecord CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHFulton14,677 DAYTONTimes Community Newspapers - NorthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMoking3,900 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHMichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHNorthwest SignalNapoleonOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHPerry4,000 COLUMBUS OHPerry County TribuneNew PhillidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHPreble13,681 DAYTONTroy Daily NewsTroyOHKind10,710 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONTroy Daily NewsTr					•
Georgetown News DemocratGeorgetownOHBrown3,460 CINCINNATIHillsboro Times GazetteHillsboroOHHighland3,637 CINCINNATIThe Jackson County Times-JournalJacksonOHJackson5,500 CHARLESTON-HUNTINGTONRecord CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHFulton14,677 DAYTONTimes Community Newspapers - NorthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHMichwood GazetteMarysvilleOHUnion6,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHNorwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Norwalk RegisterSanduskyOHPreble13,681 DAYTONSandusky RegisterSanduskyOHPreble13,681 DAYTONTroyDemonstratedVan WertOHVan Wert5,000 FT. WAYNEPutama County SentinelVan WertOH					
Hillsboro Times Gazette Hillsboro OH Highland 3,637 CINCINNATI The Jackson County Times-Journal Jackson OH Jackson 5,500 CHARLESTON-HUNTINGTON Record Courier Kent OH Portage 18,000 CLEVELAND-AKRON (CANTON) Sugarcreek-Bellbrook Times Kettering OH Greene 1,100 DAYTON Times Community Newspapers - North Kettering OH Fulton 14,677 DAYTON Times Community Newspapers - South Kettering OH Fulton 11,300 DAYTON Logan Daily News Logan OH Hocking 3,900 COLLWBUS OH Madison Press London OH Madison 4,545 COLUMBUS OH Marysville OH Union 6,000 COLUMBUS OH Richwood Gazette Marysville OH Union 6,000 COLUMBUS OH Richwood Gazette Marysville OH Union 2,000 COLUMBUS OH Northwest Signal Napoleon OH Henry 4,242 TOLEDO Perry County Tribune New Lexington OH Perry 4,000 COLUMBUS OH Norwalk Reflector Norwalk OH Huron 9,000 COLUMBUS OH Norwalk Reflector Norwalk OH Huron 9,000 COLUMBUS OH The Firems Reporter New Philidelphia OH Stark 24,240 CLEVELAND-AKRON (CANTON) The Register-Herald Piqua OH Preble 13,681 DAYTON Sandusky Register Sandusky OH Frei 24,400 CLEVELAND-AKRON (CANTON) The Sidney Daily News Sidney OH Shelby 12,924 DAYTON Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert 5,500 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Pike 3,629 COLUMBUS OH Fulton County Expositor Wauseon OH Pike 3,620 COLUMBUS OH	_	•			
The Jackson County Times-JournalJacksonOHJackson5,500 CHARLESTON-HUNTINGTONRecord CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHRichwood GazetteMasysillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHerry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHFrie24,400 CLEVELAND-AKRON (CANTON)Troy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNERecord HeraldWashington Court	9	=			
Record CourierKentOHPortage18,000 CLEVELAND-AKRON (CANTON)Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHPreble13,681 DAYTONSandusky RegisterSanduskyOHFrie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsTroyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,006 CILUMBUS OHFulton County ExpositorWassington Court HouseOHFayette<				_	•
Sugarcreek-Bellbrook TimesKetteringOHGreene1,100 DAYTONTimes Community Newspapers - NorthKetteringOHFulton14,677 DAYTONTimes Community Newspapers - SouthKetteringOHFulton11,300 DAYTONLogan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)Sandusky RegisterSanduskyOHFrie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFulton4,848 TOLEDOFulton County ExpositorWauseonOHFulton4,848 TOLEDO </td <td>-</td> <td></td> <td></td> <td></td> <td></td>	-				
Times Community Newspapers - North Times Community Newspapers - South Logan Madison Press Madison Press Marysville Journal - TribuneKettering LoganOH Hocking OH Hocking OH Madison<				•	,
Times Community Newspapers - South Logan Logan OH Hocking 3,900 COLUMBUS OH Madison Press London OH Madison Madison Press London OH Madison Marysville Journal - Tribune Marysville Marysville OH Union Richwood Gazette Marysville OH Union Marysville OH Henry Maysville OH Perry Mayou COLUMBUS OH Marysville OH Henry Mayou COLUMBUS OH Marysville OH Henry Mayou COLUMBUS OH Marysville OH Huron Mayou COLUMBUS OH Marysville OH Preble Mayou COLUMBUS OH Marysville OH Preble Mayou COLUMBUS OH Mayou COLUMBUS OH Marysville OH Preble Mayou COLUMBUS OH Mayou CLEVELAND-AKRON (CANTON) Mayou CLEVELAND-AKR	_	-			•
Logan Daily NewsLoganOHHocking3,900 COLUMBUS OHMadison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal - TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,006 CULMBUS OHFulton County ExpositorWaseonOHFayette5,068 COLUMBUS OHThe News WatchmanWaseonOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI <td></td> <td>=</td> <td></td> <td></td> <td></td>		=			
Madison PressLondonOHMadison4,545 COLUMBUS OHMarysville Journal -TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNETimes-BulletinVan WertOHFayette5,068 COLUMBUS OHFulton County ExpositorWashington Court HouseOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI<		=			
Marysville Journal -TribuneMarysvilleOHUnion6,000 COLUMBUS OHRichwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNETimes-BulletinVan WertOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmington News JournalOHClinton6,400 CINCINN	. ,			•	•
Richwood GazetteMarysvilleOHUnion2,000 COLUMBUS OHThe IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmington OHClinton6,400 CINCINNATI					
The IndependentMassillionOHStark13,837 CLEVELAND-AKRON (CANTON)Northwest SignalNapoleonOHHenry4,242 TOLEDOPerry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	•				•
Northwest Signal Napoleon OH Henry 4,242 TOLEDO Perry County Tribune New Lexington OH Perry 4,000 COLUMBUS OH The Times Reporter New Philidelphia OH Stark 24,240 CLEVELAND-AKRON (CANTON) Norwalk Reflector Norwalk OH Huron 9,000 CLEVELAND-AKRON (CANTON) The Register-Herald Piqua OH Preble 13,681 DAYTON Sandusky Register Sandusky OH Erie 24,400 CLEVELAND-AKRON (CANTON) The Sidney Daily News Sidney OH Shelby 12,924 DAYTON Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert 5,500 FT. WAYNE Times-Bulletin Van Wert OH Van Wert 5,000 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI					· · · · · · · · · · · · · · · · · · ·
Perry County TribuneNew LexingtonOHPerry4,000 COLUMBUS OHThe Times ReporterNew PhilidelphiaOHStark24,240 CLEVELAND-AKRON (CANTON)Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	•				
The Times Reporter New Philidelphia OH Stark 24,240 CLEVELAND-AKRON (CANTON) Norwalk Reflector Norwalk Reflector Norwalk Piqua OH Preble 13,681 DAYTON Sandusky Register Sandusky OH Erie 24,400 CLEVELAND-AKRON (CANTON) The Sidney Daily News Sidney OH Shelby 12,924 DAYTON Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert Times-Bulletin Van Wert OH Van Wert S,500 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton Fulton Hews Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI	_				4,000 COLUMBUS OH
Norwalk ReflectorNorwalkOHHuron9,000 CLEVELAND-AKRON (CANTON)The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI		=	ОН		
The Register-HeraldPiquaOHPreble13,681 DAYTONSandusky RegisterSanduskyOHErie24,400 CLEVELAND-AKRON (CANTON)The Sidney Daily NewsSidneyOHShelby12,924 DAYTONTroy Daily NewsTroyOHMiami10,710 DAYTONPutnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Norwalk Reflector	Norwalk	ОН	Huron	
The Sidney Daily News Sidney OH Shelby 12,924 DAYTON 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert S,500 FT. WAYNE Times-Bulletin Van Wert OH Van Wert S,000 FT. WAYNE Van Wert Fulton County Expositor Wauseon OH Fulton Fulton Waverly OH People's Defender West Union OH Clinton OH Clinton OH COH COH COH COH COH COH COH COH COH	The Register-Herald	Piqua	ОН	Preble	13,681 DAYTON
Troy Daily News Troy OH Miami 10,710 DAYTON Putnam County Sentinel Van Wert OH Van Wert 5,500 FT. WAYNE Times-Bulletin Van Wert OH Van Wert 5,000 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	Sandusky Register	Sandusky	ОН	Erie	24,400 CLEVELAND-AKRON (CANTON)
Putnam County SentinelVan WertOHVan Wert5,500 FT. WAYNETimes-BulletinVan WertOHVan Wert5,000 FT. WAYNERecord HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	The Sidney Daily News	Sidney	ОН	Shelby	12,924 DAYTON
Times-Bulletin Van Wert OH Van Wert 5,000 FT. WAYNE Record Herald Washington Court House OH Fayette 5,068 COLUMBUS OH Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	Troy Daily News	Troy	ОН	Miami	10,710 DAYTON
Record HeraldWashington Court HouseOHFayette5,068 COLUMBUS OHFulton County ExpositorWauseonOHFulton4,848 TOLEDOThe News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Putnam County Sentinel	Van Wert	ОН	Van Wert	5,500 FT. WAYNE
Fulton County Expositor Wauseon OH Fulton 4,848 TOLEDO The News Watchman Waverly OH Pike 3,629 COLUMBUS OH People's Defender West Union OH Adams 6,800 CINCINNATI Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	Times-Bulletin	Van Wert	ОН	Van Wert	5,000 FT. WAYNE
The News WatchmanWaverlyOHPike3,629 COLUMBUS OHPeople's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Record Herald	Washington Court House	ОН	Fayette	5,068 COLUMBUS OH
People's DefenderWest UnionOHAdams6,800 CINCINNATIWilmington News JournalWilmingtonOHClinton6,400 CINCINNATI	Fulton County Expositor	Wauseon	ОН	Fulton	4,848 TOLEDO
Wilmington News Journal Wilmington OH Clinton 6,400 CINCINNATI	The News Watchman	Waverly	ОН	Pike	3,629 COLUMBUS OH
	People's Defender	West Union	ОН	Adams	6,800 CINCINNATI
Daily Record Wooster OH Wayne 22,664 CLEVELAND-AKRON (CANTON)	_	Wilmington		Clinton	
	•			· ·	
Beavercreek News Current Xenia OH Greene 2,785 DAYTON	Beavercreek News Current	Xenia	ОН	Greene	2,785 DAYTON

Fairborn Daily Herald	Xenia	ОН	Greene	1,450 DAYTON
The Xenia Daily Gazette	Xenia	ОН	Greene	4,150 DAYTON
The Daily Ardmoreite	Ardmore	ОК	Carter	8,900 SHERMAN-ADA
Express-Star	Chickasha	ОК	Grady	4,949 OKLAHOMA CITY
Daily Progress	Claremore	ОК	Rogers	5,938 TULSA
The Duncan Banner	Duncan	ОК	Stephens	6,500 WICHITA FALLS & LAWTON
The Edmond Sun	Edmond	ОК	Oklahoma	4,200 OKLAHOMA CITY
The American	Fairland	ОК	Ottawa	1,700 JOPLIN-PITTSBURG
The Grove Sun	Grove	OK	Delaware	2,800 TULSA
McAlester News-Capital	McAlester	OK	Pittsburg	9,403 TULSA
Miami News-Record	Miami	OK	Ottawa	3,500 JOPLIN-PITTSBURG
Mustang Times	Mustang	OK	Canadian	5,500 OKLAHOMA CITY
The Nowata Star	Nowata	OK	Nowata	2,500 TULSA
The Daily Times	Pryor	OK	Mayes	3,200 TULSA
Sapulpa Daily Herald	Sapulpa	OK	Creek	3,500 TULSA
Shawnee News-Star	Shawnee	OK	Pottawatomie	9,106 OKLAHOMA CITY
News Press	Stillwater	OK	Adair	7,800 OKLAHOMA CITY
Tahlequah Daily Press	Tahlequah	OK	Cherokee	3,959 TULSA
Vinita Daily Journal	Vinita	OK	Craig	3,000 TULSA
Woodward News	Woodward	OK	Woodward	4,751 OKLAHOMA CITY
Albany-Democrat-Herald	Albany	OR	Linn	16,100 PORTLAND OR
The World	Coos Bay	OR	Coos	9,000 EUGENE
Corvallis Gazette Times	Corvallis	OR	Benton	10,400 EUGENE
Wallowa County Chieftain	Enterprise	OR	Wallawa	3,030 SPOKANE
The Register-Guard	Eugene	OR	Lane	54,000 EUGENE
The Hermiston Herald	Hermiston	OR	Umatilla	3,838 YAKIMA-PASCO-RCHLND-KNNWCK
Blue Mountain Eagle	John Day	OR	Grant	3,030 BOISE
Herald & News	Klamath Falls	OR	Klamath	17,321 MEDFORD-KLAMATH FALLS
Mail Tribune	Medford	OR	Jackson	24,650 MEDFORD-KLAMATH FALLS
East Oregonian	Pendleton	OR	Grant	9,090 YAKIMA-PASCO-RCHLND-KNNWCK
The News Review	Roseburg	OR	Douglas	19,190 EUGENE
East Penn Press	Allentown	PA	Lehigh	8,000 PHILADELPHIA
Northwestern Press	Allentown	PA	Lehigh	3,000 PHILADELPHIA
Parkland Press	Allentown	PA	Lehigh	5,000 PHILADELPHIA
Whitehall-Coplay Press	Allentown	PA	Lehigh	7,000 PHILADELPHIA
Bedford Gazette	Bedford	PA	Bedford	9,421 JOHNSTOWN-ALTOONA
Press Enterprise	Bloomsburg	PA	Columbia	23,735 WILKES BARRE-SCRANTON
The Sentinel	Carlisle	PA	Cumberland	16,766 HARRISBURG-LNCSTR-LEB-YORK
The Progress	Clearfield	PA	Clearfield	11,200 JOHNSTOWN-ALTOONA
The Express-Times	Easton	PA	Northampton	51,439 PHILADELPHIA
The Echo-Pilot	Greencastle	PA	Franklin	2,562 WASHINGTON DC (HAGRSTWN)
Hazleton Standard-Speaker	Hazleton	PA	Luzerne	19,000 WILKES BARRE-SCRANTON
The Wayne Independent	Honesdale	PA	Wayne	4,100 WILKES BARRE-SCRANTON
The Daily News	Huntingdon	PA	Huntingdon	10,000 JOHNSTOWN-ALTOONA
The Tribune-Democrat	Johnstown	PA	Cambria	37,000 JOHNSTOWN-ALTOONA
The Latrobe Bulletin	Latrobe	PA	West Moreland	7,500 PITTSBURGH
Salisbury Press	Lehighton	PA	Carbon	3,000 WILKES BARRE-SCRANTON
Times News	Lehighton	PA	Carbon	16,420 WILKES BARRE-SCRANTON
The Meadville Tribune	Meadville	PA	Crawford Northumberland	13,528 ERIE
Lewisburg Daily Journal	Milton	PA		1,020 WILKES BARRE-SCRANTON 2,652 WILKES BARRE-SCRANTON
The Standard Journal New Castle News	Milton	PA	Northumberland	•
Trib Total Media	New Castle	PA PA	Lawrence	17,816 PITTSBURGH 228,765 PITTSBURGH
Republican-Herald/The News Item	Pittsburgh Pottsville	PA PA	Allegheny Schuylkill	•
Morning Times	Sayre	PA	Bradford	32,700 WILKES BARRE-SCRANTON 6,222 WILKES BARRE-SCRANTON
The Scranton Times	Scranton	PA	Lackawanna	47,000 WILKES BARRE-SCRANTON
The Pocono Record	Stroudsburg	PA	Monroe	20,290 WILKES BARRE-SCRANTON
The Daily Item	Sunbury	PA	Northumberland	23,000 WILKES BARRE-SCRANTON
The Daily Review	Towanda	PA PA	Bradford	9,292 WILKES BARRE-SCRANTON
The Daily Review The Daily Herald	Tyrone	PA	Huntingdon	2,000 JOHNSTOWN-ALTOONA
Observer-Reporter	Washington	PA	Washington	36,000 PITTSBURGH
The Record Herald	Waynesboro	PA	Franklin	9,000 WASHINGTON DC (HAGRSTWN)
The Citizens' Voice	Wilkes-Barre	PA	Luzerne	29,000 WILKES BARRE-SCRANTON
The Newport Daily News	Newport	RI	Newport	11,000 PROVIDENCE-NEW BEDFORD
The Westerly Sun	Westerly	RI	Washington	10,670 PROVIDENCE-NEW BEDFORD
,	,		- U	,

The People-Sentinel	Barnwell	SC	Barnwell	6,000 AUGUSTA
Bluffton Today	Bluffton	SC	Beaufort	12,500 SAVANNAH
Morning News	Florence	SC	Florence	24,200 FLORENCE-MYRTLE BEACH
Hampton County Guardian	Hampton	SC	Hampton	1,020 SAVANNAH
The Messenger	Hartsville	SC	Darlington	3,550 FLORENCE-MYRTLE BEACH
The Weekly Observer	Henmingway	SC	Williamsburg	2,040 CHARLESTON SC
Lake City News & Post	Lake City	SC	Florence	1,371 FLORENCE-MYRTLE BEACH
Marion Star & Mullins Enterprise	Lake City	SC	Marion	2,550 FLORENCE-MYRTLE BEACH
The Sun News	Myrtle Beach	SC	Horry	45,000 FLORENCE-MYRTLE BEACH
Jasper County Sun Times	Ridgeland	SC	Jasper	1,337 SAVANNAH
The Daily Journal	Seneca	SC	Oconee	8,000 GREENVLL-SPART-ASHEVLL-AND
The Daily Messenger	Seneca	SC	Oconee	1,000 GREENVLL-SPART-ASHEVLL-AND
The Item	Sumter	SC	Sumter	15,000 COLUMBIA SC
The Daily Republic	Mitchell	SD	Davison	12,327 SIOUX FALLS(MITCHELL)
Capital Journal	Pierre	SD	Hughes	4,400 SIOUX FALLS(MITCHELL)
Rapid City Journal	Rapid City	SD	Pennington	30,684 RAPID CITY
Public Opinion	Watertown	SD	Codington	12,726 SIOUX FALLS(MITCHELL)
Daily Press and Dakotan	Yankton	SD	Yankton	8,686 SIOUX FALLS(MITCHELL)
The Daily Post-Athenian	Athens	TN	McMinn	9,700 CHATTANOOGA
Chattanooga Times Free Press	Chattanooga	TN	Hamilton	78,788 CHATTANOOGA
Cleveland Daily Banner	Cleveland	TN	Bradley	16,000 CHATTANOOGA
Herald -Citizen	Cookeville	TN	Putman	11,878 NASHVILLE
The Leader	Covington	TN	Tipton	5,543 MEMPHIS
Crossville Chronicle	Crossville	TN	Cumberland	7,062 KNOXVILLE
The State Gazette	Dyersburg	TN	Dyer	5,939 MEMPHIS
Elizabethton Star	Elizabethton	TN	Carter	9,000 TRI-CITIES TN-VA
The Greeneville Sun	Greeneville	TN	Greene	14,000 TRI-CITIES TN-VA
Johnson City Press	Johnson City	TN	Washington	31,300 TRI-CITIES TN-VA
Herald & Tribune	Jonesborough	TN TN	Washington Hawkins	4,400 TRI-CITIES TN-VA
Kingsport Times-News The Mt. Juliet News	Kingsport Lebanon	TN	Wilson	42,000 TRI-CITIES TN-VA 2,500 NASHVILLE
The Hartsville Vidette	Lebanon	TN	Trousdale	2,500 NASHVILLE 2,500 NASHVILLE
The Lebanon Democrat	Lebanon	TN	Wilson	8,000 NASHVILLE
The News-Herald	Lenoir City	TN	Loudon	5,836 KNOXVILLE
The Daily Times	Maryville	TN	Blount	18,300 KNOXVILLE
Southern Standard	McMinnville	TN	Warren	8,908 NASHVILLE
Citizen Tribune	Morristown	TN	Hamblen	19,004 KNOXVILLE
Murfreesboro Post	Murfreesboro	TN	Rutherford	21,000 NASHVILLE
The Oak Ridger	Oak Ridge	TN	Anderson	7,622 KNOXVILLE
The News Leader	Parsons	TN	Decatur	3,535 JACKSON TN
Portland Leader	Portland	TN	Sumner	2,000 NASHVILLE
The Mountain Press	Sevierville	TN	Sevier	9,300 KNOXVILLE
Shelbyville Times Gazette	Shelbyville	TN	Bedford	10,888 NASHVILLE
Smithville Review	Smithville	TN	DeKalb	3,535 NASHVILLE
Manchester Times	Tullahoma	TN	Coffee	9,595 NASHVILLE
Manchester Times	Tullahoma	TN	Coffee	9,595 NASHVILLE
Cannon Courier	Woodbury	TN	Cannon	3,500 NASHVILLE
Abilene Reporter News	Abilene	TX	Taylor	29,000 ABILENE-SWEETWATER
Alvin Sun	Alvin	TX	Brazoria	1,000 HOUSTON
Amarillo Globe-News	Amarillo	TX	Potter	30,000 AMARILLO
Athens Daily Review	Athens	TX	Henderson	5,252 DALLAS-FT. WORTH
Lake Travis View	Austin	TX	Travis	5,050 AUSTIN
Westlake Picayune	Austin	TX	Travis	4,400 AUSTIN
Bastrop Advertiser	Bastrop	TX	Bastrop	6,700 AUSTIN
Lewisville Leader	Bastrop	TX	Denton	10,500 AUSTIN
The Bay City Tribune	Bay City	TX	Matagorda	4,000 HOUSTON
Baytown Sun	Baytown	TX	Harris	7,000 HOUSTON
The Bowie News	Bowie	TX	Montaque	3,500 WICHITA FALLS & LAWTON
Breckenridge American	Breckenridge	TX	Stephens	1,783 ABILENE-SWEETWATER
The Banner - Press	Brenham	TX	Washington	6,434 WACO-TEMPLE-BRYAN
The Brownsville Herald	Brownsville	TX	Cameron	25,061 HARLINGEN-WSLCO-BRNSVL-MCA
Brownwood Bulletin	Brownwood	TX	Brown	5,500 ABILENE-SWEETWATER
Bryan-College Station Eagle	Bryan	TX	Brazos	24,745 WACO-TEMPLE-BRYAN
Alvarado Star	Burelson	TX	Johnson	375 DALLAS FT. WORTH
Burleson Star	Burelson	TX	Johnson	3,300 DALLAS-FT. WORTH

Crowley Star	Burelson	TX	Tarrant	745 DALLAS-FT. WORTH
Everman Star	Burelson	TX	Tarrant	289 DALLAS-FT. WORTH
Joshua Star	Burelson	TX	Johnson	687 DALLAS-FT. WORTH
Kenne Star	Burelson	TX	Johnson	554 DALLAS-FT. WORTH
Canton Herald	Canton	TX	Van Zandt	4,000 DALLAS-FT. WORTH
Cleburne Times-Review	Cleburne	TX	Johnson	3,000 DALLAS-FT. WORTH
Corpus Christi Caller Times	Corpus Christi	TX	Nueces	49,100 CORPUS CHRISTI
Corsicana Daily Sun	Corsicana	TX	Navarro	7,028 DALLAS-FT. WORTH
El Paso Times	El Paso	TX	El Paso	75,000 EL PASO
Fort Worth Star-Telegram	Fort Worth	TX	Tarrant	142,000 DALLAS-FT. WORTH
Fredericksburg Standard-Radio Post	Fredericksburg	TX	Gillespie	9,600 AUSTIN
Gainesville Daily Register	Gainesville	TX	Cooke	5,740 DALLAS-FT. WORTH
Galveston County Daily News	Galveston	TX	Galveston	24,500 HOUSTON
The Gilmer Mirror	Gilmer	TX	Upshur	4,545 TYLER-LONGVIEW(LFKN&NCGD)
Glen Rose Reporter	Glen Rose	TX	Somervell	2,000 DALLAS-FT. WORTH
Lake County Sun	Graford	TX	Palo Pinto	1,150 DALLAS-FT. WORTH
The Graham Leader	Graham	TX	Young	3,088 WICHITA FALLS & LAWTON
Greenville Herald-Banner	Greenville	TX	Hunt	8,000 DALLAS-FT. WORTH
Henderson Daily News	Henderson	TX	Rusk	6,060 TYLER-LONGVIEW(LFKN&NCGD)
The Huntsville Item	Huntsville	TX	Walker	5,939 HOUSTON
West Kerr Current	Ingram	TX	Kerr	1,500 SAN ANTONIO
Jack County Herald	Jacksboro	TX	Jack	1,266 DALLAS-FT. WORTH
Cedar Park Citizen	Jonestown	TX	Williamson	14,350 AUSTIN
Leander Ledger	Jonestown	TX	Williamson	9,700 AUSTIN
Coppell Gazette	Jonestown	TX	Denton	7,600 AUSTIN
Flower Mound Leader	Jonestown	TX	Denton	6,000 AUSTIN
The Junction Eagle	Junction	TX	Kimble	1,800 SAN ANGELO
The Katy Times	Katy	TX	Harris	6,000 HOUSTON
Kaufman Herald	Kaufman	TX	Kaufman	4,256 DALLAS-FT. WORTH
Kerrville Daily Times	Kerrville	TX	Kerr	9,000 SAN ANTONIO
Longview News Journal	Longview	TX	Gregg	29,795 TYLER-LONGVIEW(LFKN&NCGD)
Lubbock Avalanche-Journal	Lubbock	TX	Lubbock	30,850 LUBBOCK
The Lufkin Daily News	Lufkin	TX	Angelina	14,039 TYLER-LONGVIEW(LFKN&NCGD)
The Monitor	Mabank	TX	Kaufman	4,949 DALLAS-FT. WORTH
Marshall News Messenger	Marshall	TX	Harrison	7,575 SHREVEPORT
The Mexia Daily News	Mexia	TX	Limestone	2,771 WACO-TEMPLE-BRYAN
Midland Reporter-Telegram	Midland	TX	Midland	15,000 ODESSA-MIDLAND
Mineral Wells Index	Mineral Wells	TX	Palo Pinto	3,000 DELSSA-MIDEAND
The Daily Sentinel	Nochgodoches	TX	Nacogdoches	8,989 TYLER-LONGVIEW(LFKN&NCGD)
-	=	TX	=	
The Olney Enterprise	Olney	TX	Young Orange	1,000 WICHITA FALLS & LAWTON 5,000 BEAUMONT-PORT ARTHUR
The Orange Leader Palestine Herald - Press	Orange Palestine	TX	Anderson	7,070 DALLAS-FT. WORTH
		TX	Hale	•
Plainview Daily Herald	Plainview Port Arthur	TX	Jefferson	6,632 LUBBOCK
Port Arthur News	Port Lavaca			13,500 BEAUMONT-PORT ARTHUR
The Port Lavaca Wave		TX	Calhoun	3,959 HOUSTON
Rockport Pilot	Rockport	TX TX	Aransas	4,949 CORPUS CHRISTI
The Fort Bend Herald Pflugerville Pflag	Rosenburg		Fort Bend	8,413 HOUSTON
3	Round Rock	TX	Travis	8,200 AUSTIN
Round Rock Leader	Round Rock	TX	Williamson	8,500 AUSTIN
Carrollton Leader	Round Rock	TX	Denton	3,100 AUSTIN
Plano Star Courier	Round Rock	TX	Collin	41,000 AUSTIN
San Angelo Standard Times	San Angelo	TX	Tom Green	18,300 SAN ANGELO
San Marcos Daily Record	San Marcos	TX	Hays	3,400 AUSTIN
Seguin Gazette-Enterprise	Seguin	TX	Guadalupe	6,060 SAN ANTONIO
Herald Democrat	Sherman	TX	Grayson	22,765 SHERMAN-ADA
Smithville Times	Smithvilel	TX	Bastrop	4,100 AUSTIN
McKinney Courier Gazette	Smithvilel	TX	Collin	4,000 AUSTIN
Stephenville Empire-Tribune	Stephenville	TX	Erath	4,800 DALLAS-FT. WORTH
Temple Daily Telegram	Temple	TX	Bell	18,500 WACO-TEMPLE-BRYAN
Terrell Tribune	Terrell	TX	Kaufman	2,969 DALLAS-FT. WORTH
Texarkana Gazette	Texarkana	TX	Bowie	34,000 SHREVEPORT
Victoria Advocate	Victoria	TX	Victoria	49,000 VICTORIA
Waco Tribune - Herald	Waco	TX	McLennan	37,370 WACO-TEMPLE-BRYAN
Waxahachie Daily Light	Waxahachie	TX	Ellis	5,000 DALLAS-FT. WORTH
The Weatherford Democrat	Weatherford	TX	Parker	6,000 DALLAS-FT. WORTH

Mid Valley Town Crier	Weslaco	TX	Hidalgo	23,230 HARLINGEN-WSLCO-BRNSVL-MCA
Wichita Falls Times Records News	Wichita Falls	TX	Wichita	25,000 WICHITA FALLS & LAWTON
Van Banner	Wills Point	TX	Van Zandt	1,000 DALLAS-FT. WORTH
Davis County Clipper	Bountiful	UT	Davis	10,000 SALT LAKE CITY
The Herald Journal	Logan	UT	Cache	17,170 SALT LAKE CITY
Standard-Examiner	Ogden	UT	Weber	60,000 SALT LAKE CITY
The Daily Herald	Provo	UT	Utah	27,000 SALT LAKE CITY
The Salt Lake Tribune/Deseret News	Salt Lake City	UT	Salt Lake	125,000 SALT LAKE CITY
Tooele Transcript Bulletin	Tooele	UT	Tooele	7,500 SALT LAKE CITY
Bristol Herald Courier	Bristol	VA	Sullivan	30,000 TRI-CITIES TN-VA
The Floyd Press	Floyd	VA	Floyd	5,000 ROANOKE-LYNCHBURG
Smyth County News & Messenger	Marion	VA	Smyth	4,632 TRI-CITIES TN-VA
The Virginian-Pilot	Norfolk	VA	Norfolk	164,000 NORFOLK-PORTSMTH-NEWPT NWS
Hampton Roads Saving Weekly	Norfolk	VA	Norfolk	34,000 NORFOLK-PORTSMTH-NEWPT NWS
Progress-Index	Petersburg	VA	Prince George	15,150 RICHMOND-PETERSBURG
Clinch Valley News	Richlands	VA	Tazewell	2,400 BLUEFIELD-BECKLEY-OAK HILL
Richlands News-Press	Richlands	VA	Tazewell	3,798 BLUEFIELD-BECKLEY-OAK HILL
Richmond Times-Dispatch	Richmond	VA	Richmond City	121,000 RICHMOND-PETERSBURG
Northern Virginia Daily	Strasburg	VA	Shenandoah	14,000 WASHINGTON DC (HAGRSTWN)
The Bland Messenger	Wytheville	VA	Bland	2,500 ROANOKE-LYNCHBURG
Wytheville Enterprise	Wytheville	VA	Wythe	5,415 ROANOKE-LYNCHBURG
,	•	VT	Bennington	
Bennington Banner Brattleboro Reformer	Bennington Brattleboro	VT	Windham	7,575 ALBANY-SCHENECTADY-TROY
		VT	Franklin	10,100 BOSTON (MANCHESTER)
St. Albans Messenger	St. Albans		Whatcom	6,060 BURLINGTON-PLATTSBURGH
The Bellingham Herald	Bellingham	WA		19,000 SEATTLE-TACOMA
The Chronicle	Centralia	WA	Lewis	12,800 SEATTLE-TACOMA
Daily Record	Ellensburg	WA	Kittitas	5,741 YAKIMA-PASCO-RCHLND-KNNWCK
The Herald	Everett	WA	Snohomish	54,439 SEATTLE-TACOMA
Columbia Basin Herald	Moses Lake	WA	Grant	9,090 SPOKANE
Skagit Valley Herald	Mount Vernon	WA	Skagit	15,000 SEATTLE-TACOMA
Peninsula Daily News	Port Angeles	WA	Clallam	18,000 SEATTLE-TACOMA
Seattle Times	Seattle	WA	King	218,000 SEATTLE-TACOMA
The Columbian	Vancouver	WA	Clark	32,000 PORTLAND OR
Walla Walla Union Bulletin	Walla Walla	WA	Walla Walla	12,500 YAKIMA-PASCO-RCHLND-KNNWCK
The Wenatchee World	Wenatchee	WA	Chelan	20,500 SEATTLE-TACOMA
Yakima Herald-Republic	Yakima	WA	Yakima	34,200 YAKIMA-PASCO-RCHLND-KNNWCK
Waupaca Buyers Guide	Antigo	WI	Langlade	11,276 WAUSAU-RHINELANDER
The Daily Press	Ashland	WI	Ashland	6,000 DULUTH-SUPERIOR
Baraboo News Republic	Baraboo	WI	Sauk	4,242 MADISON
Daily Citizen	Beaver Dam	WI	Dodge	10,492 MILWAUKEE
Rural Post	Bowler	WI	Shawano	9,000 GREEN BAY-APPLETON
Burlington Standard Press	Burlington	WI	Racine	3,000 MILWAUKEE
Cambridge News	Cambridge	WI	Dane	2,647 MADISON
Ozaukee County News Graphic	Cedarburg	WI	Ozaukee	8,080 MILWAUKEE
Clintonville Tribune Gazette	Clintonville	WI	Waupaca	2,500 GREEN BAY-APPLETON
Clintonville Buyers Guide	Clintonville	WI	Waupaca	14,000 MISSOULA
Herald-Independent	Cottage Grove	WI	Dane	1,981 MADISON
DeForest Times	DeForest	WI	Dane	2,550 MADISON
The Delavan Enterprise	Delavan	WI	Walworth	2,000 MILWAUKEE
The East Troy News	East Troy	WI	Walworth	500 MILWAUKEE
The Leader-Telegram	Eau Claire	WI	Eau Claire	24,707 MADISON
The Elkhorn Independent	Elkhorn	WI	Walworth	1,000 MILWAUKEE
Mukwonago Chief	Hartland	WI	Waukesha	5,126 MILWAUKEE
Reporter Focus	Hartland	WI	Waukesha	9,282 MILWAUKEE
Sawyer County Record	Hayward	WI	Sawyer	6,000 DULUTH-SUPERIOR
Manawa Advocate	Iola	WI	Waupaca	500 GREEN BAY-APPLETON
The Iola Herald	Iola	WI	Waupaca	1,000 GREEN BAY-APPLETON
The Janesville Gazette	Janesville	WI	Rock	22,220 WAUSAU-RHINELANDER
Kenosha News	Kenosha	WI	Kenosha	26,310 MILWAUKEE
La Crosse Tribune	La Crosse	WI	La Crosse	27,000 MILWAUKEE
Lake Geneva Times	Lake Geneva	WI	Walworth	2,000 MILWAUKEE
Lake Mills Leader	Lake Mills	WI	Jefferson	2,907 MILWAUKEE
Lodi Enteprise	Lodi	WI	Columbia	2,540 MADISON
Eagle Herald	Marinette	WI	Marinette	9,000 GREEN BAY-APPLETON
Marshfield Buyers Guide	Marshfield	WI	Clark	21,513 WAUSAU-RHINELANDER

McFarland Thistle	McFarland	WI	Dane	1,785 MADISON
Foto News	Merrill	WI	Lincoln	16,400 WAUSAU-RHINELANDER
Milton Courier	Milton	WI	Rock	3,519 MADISON
The Monroe Times	Monroe	WI	Green	5,050 MADISON
New London Buyers Guide	New London	WI	Waupaca	15,151 GREEN BAY-APPLETON
Berlin/Ripon Ad Pack	Oshkosh	WI	Winneago	12,700 GREEN BAY-APPLETON
Oshkosh Buyers Guide	Oshkosh	WI	Winneago	25,000 GREEN BAY-APPLETON
The Park Falls Herald	Park Falls	WI	Price	2,969 MADISON
Daily Register	Portage	WI	Portage	5,555 MADISON
Poynette Press	Poynette	WI	Dane	1,530 MADISON
The Journal Times	Racine	WI	Racine	26,000 MILWAUKEE
Star Journal	Rhinelander	WI	Oneida	16,000 WAUSAU-RHINELANDER
Spooner Advocate	Spooner	WI	Washburn	3,953 MINNEAPOLIS-ST. PAUL
Stevens Point Buyers Guide	Stevens Point	WI	Portage	21,097 WAUSAU-RHINELANDER
The Star	Sun Prairie	WI	Dane	5,396 MADISON
The Daily Telegram	Superior	WI	Douglas	5,000 MILWAUKEE
Westosha Report	Twin Lakes	Wi	Walworth	500 MILWAUKEE
Westine Report	Union Grove	WI	Racine	500 MILWAUKEE
The Times Walworth	Walworth	WI	Walworth	500 MILWAUKEE
Waterford Post	Waterford	WI	Racine	1,000 MILWAUKEE
The Courier	Waterloo	WI	Jefferson	2,309 MILWAUKEE
Times Publishing Company	Watertown	WI	Jefferson	8,050 MILWAUKEE
Waukesha Freeman	Waukesha	WI	Waulkesha	11,200 MILWAUKEE
Waunakee Tribune	Waunakee	WI	Dane	3,749 MADISON
Waupaca County Post	Waupaca	WI	Waupaca	7,300 GREEN BAY-APPLETON
Marathon Buyers Guide	Wausau	WI	Marathon	33,800 WAUSAU-RHINELANDER
The Waushara Argus	Wautoma	WI	Waushara	5,500 GREEN BAY-APPLETON
West Bend Daily News	West Bend	WI	Washington	9,343 MILWAUKEE
The Chronicle	Weyauwega	WI	Waupaca	2,500 GREEN BAY-APPLETON
Whitewater Register	Whitewater	WI	Walworth	1,000 MILWAUKEE
Wisconsin Rapids Buyers Guide	Wisconsin Rapids	WI	Wood	22,040 GREEN BAY-APPLETON
The Register Herald	Beckley	WV	Raliegh	22,904 BLUEFIELD-BECKLEY-OAK HILL
Mineral Daily News Tribune	Keyser	WV	Mineral	4,242 WASHINGTON DC (HAGRSTWN)
Casper Star-Tribune	Casper	WY	Natrona	24,500 CASPER-RIVERTON
			15	5,061,439

EXHIBIT C

To:

From: Barbara's Bakery Settlement Administrator

Subject: Barbara's Bakery Settlement

If You Bought a Barbara's Bakery Product You Could Get Up to \$100 from a Settlement

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

Records show that you may have previously purchased a Barbara's Bakery product and that you may be eligible for a payment of up to \$100 from a class action Settlement. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong. Please go to www.BarbarasBakerySettlement.com for a list of included products and / or to file a claim.

What Does the Settlement Provide?

A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs, and (4) a special service payment to the Class Representative. Barbara's Bakery has also agreed to change some of its business practices, including modifying its product labels and advertising. Any money remaining in the Settlement Fund after all claims are paid will be donated to charities and non-profit organizations. Additional details are in the Settlement Agreement available on the website.

How Can I Get a Payment? Submit a Claim Form online at www.BarbarasBakerySettlement.com or by mail by **Month 00, 2013**. The payment amount you receive will be based in part on the amount of products you purchased and the total number of claims made.

What Are My Rights? Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement and a request for attorneys' fees and costs up to \$1 million and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

The detailed notice, available at www.BarbarasBakerySettlement.com or by calling 1-800-000-0000, further explains how to exclude yourself or object.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

2lf (You Boughton Review) & Faster (Rioduston You County Feet May 100 Age Goog & Strengton Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cooking, Engels Mines, and Engelsimmels Animal Cooking.

Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

Pacarda show that you may have praviously purchased a Barbara's Bakary product and that you may be eligible for a

Records show that you may have previously purchased a Barbara's Bakery product and that you may be eligible for a payment of up to \$100 from a class action Settlement. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong. Please go to www.BarbarasBakerySettlement.com for a list of included products and / or to file a claim.

What Does the Settlement Provide? A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs, and (4) a special service payment to the Class

Representative. Barbara's Bakery also has agreed to change some of its business practices, including modifying its product labels and advertising. Any money remaining in the Settlement Fund after all claims are paid will be donated to charities and non-profit organizations. Additional details are in the Settlement Agreement available on the website.

How Can I Get a Payment? Submit a Claim Form online at www.BarbarasBakerySettlement.com or by mail by Month 00, 2013. The payment amount you receive will be based in part on the amount of products you purchased and the total number of claims made.

What Are My Rights? Even if you do nothing you will be bound by the Court's decisions. If you want to keep your

right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on Month 00, 2013 to consider whether to approve the Settlement, a request for attorneys' fees and costs up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement, a request for attorneys' fees and costs up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

The detailed notice, available at www.BarbarasBakerySettlement.com or by calling 1-800-000-0000, further explains how to exclude yourself or object.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

CLAIMS ADMINISTRATOR	•	Ŭ	Ŭ
PO BOX 0000		PRESOR ED	
MINNEAPOLIS, MN 00000-0000		RS -CLASS MA L	
		US POS AGE	ĺ
		DA D	()

12-Ca0551112-WFK2766MCBBcuDroontroontF6ed 04/260143257236e B6446755521723qel

Important Notice About Barbara's Bakery Product Settlement

NAME ADDRESS

CITY STATE ZIP CODE

Rust Consulting, nc

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If You Bought a Barbara's Bakery Product Any Time From May 23, 2008 to Month 00, 0000

You Could Get Up to \$100 From a Class Action Settlement

Included Products: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

A federal court authorized this notice. This is not a solicitation from a lawyer.

- There is a Settlement in a class action lawsuit that claims Barbara's Bakery violated state laws regarding the marketing and sale of its products (see Question 2). Barbara's Bakery denies it did anything wrong.
- Anyone who bought an eligible Barbara's Bakery product, referred to as the "Eligible Products" and listed below under Question 7, from May 23, 2008 to Month 00, 0000 is included in the Settlement. You may be entitled to a refund of up to \$100.
- The Settlement will provide \$4,000,000 to pay (1) money to eligible Class Members, (2) the costs of
 notice and administration, (3) a special service payment to the Class Representative, and (4) attorneys'
 fees and costs. Barbara's Bakery has also agreed to change some of its business practices.
- Your legal rights are affected whether you act or not.
- Read this notice carefully because it explains decisions you must make and actions you must take now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
Do Nothing	Get no payment. Give up your rights.	
SUBMIT A CLAIM FORM	Submit a Claim Form by Month 00, 0000 to get a payment (see Question 14).	
EXCLUDE YOURSELF	Exclude yourself by Month 00, 0000 and get no payment from the Settlement. This is the only choice that allows you to ever be part of any other lawsuit against Barbara's Bakery about the claims in this case (<i>see</i> Question 17).	
Овјест	Write to the Court by Month 00, 0000 about why you don't like the Settlement (see Question 22).	
GO TO A HEARING	Ask to speak in Court by Month 00, 0000 about the fairness of the Settlement (see Question 26).	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, payments will be distributed to those who qualify. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC II	NFORMATION3
1	. Why was this notice issued?
2	. What is this lawsuit about?
3	. Why is this a class action?
4	Why is there a Settlement?
WHO IS	PART OF THE SETTLEMENT?3
5	Who is included in the Settlement?
6	1 0
7	1
8	What if I'm still not sure if I'm included?
	TTLEMENT BENEFITS – WHAT YOU CAN GET6
9	1
	0. What can I get from the Settlement?
	1. What happens if there are any funds remaining?
	2. What am I giving up if I stay in the Class?
1	3. When will I get my payment, if any?
	RECEIVE A PAYMENT7
	4. How can I get a payment?
	5. What is the claim process?
1	6. What if I do nothing?
EXCLUE	DING YOURSELF FROM THE SETTLEMENT8
1	7. How can I get out of the Settlement?
1	8. If I exclude myself, can I still get a payment?
1	9. If I don't exclude myself, can I sue Barbara's Bakery for the same thing later?
THE LA	WYERS REPRESENTING THE CLASS9
	O. Do I have a lawyer in this case?
2	1. How will the lawyers be paid?
OBJECT	ING TO THE SETTLEMENT9
	2. How can I tell the Court if I do not like the Settlement?
2	3. What is the difference between objecting and asking to be excluded?
THE CO	URT'S FAIRNESS HEARING10
2	4. When and where will the Court decide whether to approve the Settlement?
2	5. Do I have to come to the hearing?
2	6. May I speak at the fairness hearing?
GETTIN	G MORE INFORMATION11
2	7. How can I get more information?

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about a proposed Settlement, and about your rights and options, before the Court decides whether to approve the Settlement. You will be informed of the progress of this Settlement and may receive a payment if you are a Class Member and submit a completed and timely Claim Form. This notice explains the lawsuit, the Settlement, and your legal rights. Judge Charles R. Breyer of the United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Transmell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664-CRB. The person who sued is called the "Plaintiff." Barbara's Bakery is the "Defendant."

2. What is this lawsuit about?

The lawsuit claims that Barbara's Bakery violated certain state laws and consumer protection statutes regarding the marketing and sale of certain products. For example, Plaintiff claims that Barbara's Bakery misrepresented the nature of certain products to consumers by labeling them as "All Natural." Plaintiff claims that these products contain ingredients that are not "All Natural." Barbara's Bakery denies any and all claims of wrongdoing and does not admit any fault, wrongdoing or liability.

Information about the Settlement is summarized in this notice. More detail is provided in the Settlement Agreement, available at www.BarbarasBakerySettlement.com.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case, Plaintiff, Richard Trammell), sue on behalf of themselves and other people who have similar claims. Together, all of these people are "Class Members." One Court resolves the issues for all Class Members in a Class Action, except for those who exclude themselves from the Class (*see* Question 17).

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Barbara's Bakery. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Barbara's Bakery did anything wrong. The parties believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefit to the Class.

Who Is Part of the Settlement?

5. Who is included in the Settlement?

The Class includes all persons or entities that bought the Eligible Products (listed below under Question 7) from Barbara's Bakery U.S. Retailers, Barbara's Bakery, www.barbarasbakery.com, or other third-party retailers from May 23, 2008 through **Month 00, 0000**.

6. Are there exceptions to being included?

The Settlement does not include:

- Barbara Bakery's board members or executive-level officers, including its attorneys;
- Persons or entities who purchased the Eligible Products primarily for purposes of resale;
- Any claims for personal injury relating to the use of the Eligible Products;
- Distributors or re-sellers of the Eligible Products;
- The judge and magistrate judge and their immediate families presiding over the class action and the Court staff;
- Governmental entities;
- Any person who excludes him or herself from the Class (see Question 17); and
- Anyone who purchased the Eligible Products via the Internet or other remote means while not residing in the United States.

7. Which products are included?

The following Barbara's Bakery products are the Eligible Products:

CEREALS:

- BROWN RICE CRISPS (Fruit Juice Sweetened flavor);
- CORN FLAKES (Fruit Juice Sweetened flavor);
- HIGH FIBER (Cranberry, Flax & Granola, and Original flavors);
- HOLE 'N OATS (Fruit Juice Sweetened or Honey Nut flavors);
- HONEST O'S (Honey Nut, Multigrain, or Original flavors);
- ORGANIC APPLE CINNAMON O'S;
- ORGANIC BREAKFAST O'S;
- ORGANIC BROWN RICE;
- ORGANIC BROWN RICE CRISPS:
- ORGANIC CORN FLAKES:
- ORGANIC CRISPY WHEATS;
- ORGANIC HONEY CRUNCH 'N OATS;
- ORGANIC HONEY NUT O'S;
- ORGANIC SNACKIMALS CEREAL (Cinnamon Crunch or Vanilla Blast flavors);
- ORGANIC WILD PUFFS (Caramel, Cocoa, Cocoa Grahams, Fruity Punch, Honey Puffs, or Original flavors);
- PUFFINS (Cinnamon, Crunchy Cocoa, Fruit Medley, Honey Rice, Multigrain, Peanut Butter, Peanut Butter & Chocolate, or Original flavors);
- PUFFIN PUFFS (Crunchy Cocoa or Fruit Medley flavors);
- SHREDDED OATS (Cinnamon Crunch, Blueberry Burst, Multigrain, Original, Shredded Wheat, or Vanilla Almond flavors);
- SHREDDED WHEAT:
- SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);
- SHREDDED MINIS (Blueberry Burst flavor);
- TOASTED OATMEAL FLAKES (Original flavor); and
- ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High Fiber, or Pomegranate flavors).

CEREAL BARS:

- MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry, Cherry, Original, Raspberry, Strawberry, or Triple Berry flavors);
- FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple, Cherry Apple, Strawberry Apple, or Traditional flavors); and
- PUFFINS CEREAL AND MILK BARS
 (Blueberry Yogurt, French Toast, Peanut Butter Chocolate Chip, or Strawberry Yogurt flavors).

CHEESE PUFFS:

- BAKED CHEESE PUFFS (Original or White Cheddar flavors); and
- CHEESE PUFFS (Jalapeno or Original flavors).

FIG BARS:

 FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional, Wheat Free or Whole Wheat flavors).

GRANOLA BARS:

 CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat & Honey, Peanut Butter, or Toasted Almond flavors).

SNACKIMALS ANIMAL COOKIES:

 SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double Chocolate, Peanut Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).

ORGANIC MINI COOKIES:

• ORGANIC MINI COOKIES (Chocolate, Ginger, or Oatmeal flavors).

SNACK MIXES:

- BRUSCHETTA SNACK MIX:
- HONEY CINNAMON SNACK MIX:
- HONEY MUSTARD SNACK MIX; and
- SALSA SNACK MIX.

CRACKERS:

- CRISP COOKIES (Chocolate Chip, Double Dutch Chocolate Chip, Old Fashioned Oatmeal, or Traditional Short Bread flavors);
- GO GO GRAHAMS (Chocolate, Cinnamon, Honey, or Lemon Ginger flavors);
- PIZZA AND CHEESE BITES;
- RITE LITE ROUNDS (Original, Poppy Seed, or Tamari Sesame flavors); and
- WHEATINES (Cracked Pepper, Original, or Sesame flavors).

8. What if I'm still not sure if I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, www.BarbarasBakerySettlement.com, or call the toll free number, 1-800-000-0000. You may also send questions to the Settlement Administrator at Barbara's Bakery Settlement, P.O. Box 0000, City, ST 00000.

THE SETTLEMENT BENEFITS - WHAT YOU CAN GET

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Class Members. Barbara's Bakery will pay \$4,000,000 to a Settlement Fund to make payments to Class Members who file valid claims (*see* Question 14), as well as to pay for costs associated with the notice and administration of the Settlement, attorneys' fees and costs (*see* Question 21), and a special service payment to the Class Representative (*see* Question 21). The costs of notice and administration are estimated to be \$790,000.

In addition, Barbara's Bakery has agreed to change their labeling and advertising of the Eligible Products so as not to make certain claims. For example, Barbara's Bakery will not say that the Eligible Products are "All Natural," have "no artificial additives," have "no artificial flavors," and have "no artificial preservatives." The Settlement Agreement, available at www. BarbarasBakerySettlement.com, has more information.

10. What can I get from the Settlement?

You can get up to \$100 if you submit a valid Claim Form. The amount of your payment will depend on the total amount of money you spent on the Eligible Products at any time from May 23, 2008 until **Month 00, 0000** as follows:

IF YOU SPENT:	YOU COULD RECEIVE A MAXIMUM OF:
More than \$100.00	\$100.00
\$75.01 to \$100.00	\$75.00
\$50.01 to \$75.00	\$50.00
\$25.01 to \$50.00	\$25.00
\$10.01 to \$25.00	\$10.00
\$10.00 or less	\$5.00

Payment amounts may be adjusted to ensure that all eligible Class Members receive a payment, as follows: If the total value of all approved claims is <u>greater</u> than the amount of money available to pay claims (after costs and fees have been deducted), eligible Class Members' payments will be reduced proportionally.

The actual amount available for each eligible Class Member will not be determined until after **Month 00**, **0000** and all Claims Forms have been received, and may not be determined until after the Settlement is final.

11. What happens if there are any funds remaining?

If there are any funds remaining after all claims are processed, those funds will be distributed to the following non-profit organizations: Consumers Union (www.consumersunion.org) and Action for Healthy Kids (www.actionforhealthykids.org). No remaining funds will be returned to Barbara's Bakery.

12. What am I giving up if I stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue Barbara's Bakery or be part of any other lawsuit against Barbara's Bakery about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at www. BarbarasBakerySettlement.com and describes the claims that you give up if you remain in the Settlement.

13. When will I get my payment, if any?

Class Members who submit valid claims will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A PAYMENT

14. How can I get a payment?

To get a payment under the Settlement, you must send in a Claim Form. You may access a Claim Form and other relevant documents at www.BarbarasBakerySettlement.com. A Claim Form also is attached to this Notice. Please read the instructions carefully, and fill out the form completely and accurately. Claim Forms can be submitted two ways: electronically or by mail. Your Claim Form must be submitted electronically no later than **Month 00, 0000** or by mail postmarked no later than **Month 00, 0000** and addressed to:

Barbara's Bakery Settlement P.O. Box 0000 City, ST 00000

15. What is the claim process?

The Settlement Administrator will review each Claim Form. Proofs of purchase are not initially required. However, in some cases you may be asked to verify your purchase(s) of any of the Eligible Products, by providing receipt(s) or other documentation. If you do not respond to these requests, it may result in the denial of your claim. You will have 35 days from the date of the Settlement Administrator's request to provide your documentation.

16. What if I do nothing?

If you are a Class Member and you do nothing, you will <u>not</u> get any payment from the Settlement and you will be bound by the Court's decisions, including the Settlement's release and waiver of claims you may have against Barbara's Bakery that related to the claims made in the lawsuit. To receive a payment, you must complete and submit a Claim Form (*see* Question 14).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Barbara's Bakery on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself – or it is sometimes referred to as "opting out" of the Class.

17. How can I get out of the Settlement?

To exclude yourself from the Class, you must mail a letter or written request to the Settlement Administrator. Your request must include:

- 1. Your name, address, and telephone number;
- 2. A statement that you wish to be excluded from the Class in *Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664; and
- 3. Your signature (you must personally sign the letter).

Please write "exclusion request" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than Month 00, 0000. Send your request to:

Barbara's Bakery Settlement P.O. Box 0000 City, ST 00000

18. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement. If you request exclusion from the Class, then for each of the excluded Eligible Products:

- You will not be eligible for payment under the proposed Settlement;
- You will not be allowed to object to the terms of the proposed Settlement, and
- You will <u>not</u> be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

19. If I don't exclude myself, can I sue Barbara's Bakery for the same thing later?

No. If the Court approves the proposed Settlement and you do not exclude yourself from the Class, you give up (or "release") all claims that have been or could have been made in this lawsuit relating to the Eligible Products.

As part of this Settlement, the Court has preliminary stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating in, or continuing litigation against Barbara's Bakery (or against any of its related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

Upon final approval of the Settlement, Plaintiffs and Barbara's Bakery will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Class Members will be bound by this order.

THE LAWYERS REPRESENTING THE CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firm of Ahdoot & Wolfson, P.C. to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." You will not be charged for the services of these lawyers.

You may contact Class Counsel as follows:

Robert Ahdoot / Tina Wolfson Ahdoot & Wolfson, PC 2355 Westwood Boulevard, #337 Los Angeles, CA 90064-2109 classactioncounsel@gmail.com Telephone: 888-333-8996

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

21. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will request attorneys' fees and expenses of up to \$1,000,000 to be paid out of the \$4,000,000 Settlement Fund. The attorneys' motion(s) for fees, costs, and expenses and Class Representative payment will be filed on or before **Month 00, 0000**. The motion(s) will be posted on the website at www.BarbarasBakerySettlement.com.

Class Counsel will also ask the Court for a special service payment of up to \$2,500 for the Class Representative, Richard W. Trammell, for his work on behalf of the Class. Any special service payment will also be paid out of the \$4,000,000 Settlement Fund.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

22. How can I tell the Court if I do not like the Settlement?

If you choose to remain a Class Member, you have a right to object to any part of the proposed Settlement. The Court will consider your views.

To object, you must send a letter stating that you object to *Richard W. Trammell v. Barbara's Bakery, Inc.*, Case Number 3:12-cv-02664. Your written objection must also include:

- 1. Your name, address, and telephone number;
- 2. A written statement of your objection(s), including any legal support and/or any supporting evidence you wish to introduce;
- 3. A statement of whether you intend to appear and speak at the Fairness Hearing; and
- 4. Your signature.

QUESTIONS? VISIT <u>www.BarbarasBakerySettlement.com</u> or Call, Toll-Free, 1-000-000-0000

If you choose to object, in order to be considered by the Court, your written objections must be filed with the Court by **Month 00, 0000** and mailed to <u>each</u> of the following three addresses, postmarked by **Month 00, 0000**:

Court	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court	Robert Ahdoot	Clement L. Glynn
United States District Court	Tina Wolfson	Glynn & Finley LLP
Northern District of California	Ahdoot & Wolfson, P.C.	100 Pringle Avenue
Phillip Burton Federal Building	2355 Westwood Boulevard, #337	Suite 500
& United States Courthouse	Los Angeles, CA 90064-2109	Walnut Creek, CA 94596
450 Golden Gate Avenue		
San Francisco, CA 94102		

23. What is the difference between objecting and asking to be excluded?

Objecting is simply a way of telling the Court that you don't like something about the Settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the Settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally approve the Settlement. You may attend and ask to speak, but you don't have to.

24. When and where will the Court decide whether to approve the Settlement?

On **Month 00, 0000** at **00:00 x.m.** the Court will hold a Fairness Hearing at the United States District Court for the Northern District of California, before the Honorable Charles R. Breyer, Senior District Judge, in Courtroom 6, Phillip Burton Federal Building & United States Courthouse, 17th Floor, 450 Golden Gate Avenue, San Francisco, California 94102.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.BarbarasBakerySettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to award attorneys' fees and costs, as well as a special payment to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

QUESTIONS? VISIT <u>www.BarbarasBakerySettlement.com</u> or Call, Toll-Free, 1-000-000-0000

26. May I speak at the fairness hearing?

Yes, you may ask the Court for permission to speak at the hearing. To do so, you must file a document called a "Notice of Intention to Appear." If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must mail a Notice of Intention to Appear at the Fairness Hearing to the addresses listed above in Question 22. Your Notice of Intention to Appear at the Fairness Hearing must be filed and received by the Court, Barbara's Bakery's Counsel, and Class Counsel no later than **Month 00, 0000**.

GETTING ADDITIONAL INFORMATION

27. How can I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.BarbarasBakerySettlement.com. You also may write with questions to the Settlement Administrator at Barbara's Bakery Settlement, P.O. Box 0000, City, ST 00000 or call the toll-free number, 1-800-000-0000.

PLEASE DO NOT CALL THE COURT

Dated: **Month 00, 0000** Clerk of the Court for the United States
District Court for the Northern District of California

EXHIBIT E

If You Bought a Barbara's Bakery Product

You Could Get Up to \$100 From a Settlement

Includes: Barbara's Bakery Cereals, Cereal Bars, Cheese Puffs, Crackers, Fig Bars, Granola Bars, Organic Mini Cookies, Snack Mixes, and Snackimals Animal Cookies

There is a class action Settlement involving Barbara's Bakery Products. The lawsuit claims that Barbara's Bakery violated state laws regarding the marketing and sale of certain products. Barbara's Bakery denies it did anything wrong

wrong. Who is included in the Settlement?

Anyone who bought an eligible Barbara's Bakery product from May 23, 2008 to Month 00, 0000 is included in the Settlement. A full list of products is available at the website located at www.BarbarasBakerySettlement.com or by

What does the Settlement provide?

calling 1-800-000-0000.

number of claims made.

A Settlement Fund of \$4 million will pay (1) money to eligible Class Members, (2) the costs of notice and administration, (3) attorneys' fees and costs and (4) a special service payment to the Class Representative. Barbara's Bakery has also agreed to change some of its business practices including modifying its product lables and advertising. Any money remaining in the Settlement Fund afer all claims are paid will be donated to charities

and non-profit organizations. Additional details are in the

How can I get a payment?

Settlement Agreement available on the website.

Submit a Claim Form online or by mail by **Month 00**, **2013**. The payment amount you receive will be based in part on the amount of products you purchased and the total

What are my rights

What are my rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue Barbara's Bakery yourself, you must exclude yourself from the Settlement by Month 00, 2013. If you stay in the Settlement, you may object to it by Month 00, 2013.

The Court will hold a hearing on **Month 00, 2013** to consider whether to approve the Settlement, a request for attorneys' fees up to \$1 million, and a special service payment of \$2,500 from the Settlement Fund. You or your own lawyer may appear and speak at the hearing at your own expense.

For More Information: 1-800-000-0000 www.BarbarasBakerySettlement.com

EXHIBIT 2



Shannon R. Wheatman, Ph.D.

Senior Vice President Kinsella Media, LLC 2120 L Street NW, Suite 860 Washington, DC 20037 2010 – Present

Dr. Wheatman specializes in designing, developing, analyzing, and implementing large-scale legal notification plans. She is a court-recognized expert who provides testimony on the best notice practicable. Dr. Wheatman began her class action career in 2000 at the Federal Judicial Center where she was instrumental in the development of model notices to satisfy the plain language amendment to Rule 23. Her plain language expertise was advanced by her education, including her doctoral dissertation on plain language drafting of class action notice and her master's thesis on comprehension of jury instructions. Dr. Wheatman has been involved in over 200 class actions. Her selected case experience includes:

Antitrust

Blessing v. Sirius XM Radio Inc., No 09-CV-10035 HB (S.D.N.Y.).

Brookshire Bros. v. Chiquita, No. 05-CIV-21962 (S.D. Fla.).

In re: Dynamic Random Memory (DRAM) Antitrust Litig., MDL No. 1486 (N.D. Cal.).

In re Flonase Antitrust Litigation, No. 08-CV-3301 (E.D. Pa.).

In re: Metoprolol Succinate End-Payor Antitrust Litig., No. 06-cv-71 (D. De.).

In re: Online DVD Rental Antitrust Litig., MDL No. 2029 (N.D. Cal.).

In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.).

Allen v. Dairy Farmers of America, Inc., No. 5:09-CV-00230-CR (D. Vt.).

Sweetwater Valley Farm, Inc. v. Dean Foods, No. 2:07-CV-208 (E.D. Tenn.).

Consumer and Product Liability

Beringer v. Certegy Check Servs., Inc., No. 8:07-cv-1434-T-23TGW (M.D. Fla.) (data breach).

CSS Inc. v. FiberNet, L.L.C., No. 07-C-401 (Cir. Ct. W. Va.) (telecommunications).

Donovan v. Philip Morris USA, Inc., No. 06-12234 NG (D. Mass.) (medical monitoring).

FIA Card Services, N.A. v. Camastro, No. 09-C-233 (Cir. Ct. W. Va.) (credit card arbitration).

2120 L STREET NW, SUITE 860 WASHINGTON, DC 20037 T 202.686.4111 F 202.293.6961 KINSELLAMEDIA.COM

Glazer v. Whirlpool Corp., No. 1:08-WP-65001 (N.D. Ohio) (defective product).

Grays Harbor v. Carrier Corp., No. 05-CIV-21962 (W.D. Wash.) (defective product).

In Re: Checking Account Overdraft Litig., MDL No. 2036 (S.D. Fla.) (JP Morgan, U.S. Bank, BOA settlements; overdraft fees).

In Re: Enfamil LIPIL Mktg. & Sales Practs. Litig., No. 11-MD-02222 (S.D. Fla.) (false advertising).

In re: M3Power Razor System Marketing & Sales Practs. Litig., MDL 1704 (D. Mass.) (false advertising).

In re Netflix Privacy Litig., No. 5:11-cv-00379 (N.D. Cal.) (privacy).

In re: Pharmaceutical Industry Average Wholesale Price Litig., MDL No. 1456 (D. Mass.) (pharmaceutical).

In re: SCBA Liquidation, Inc., f/k/a Second Chance Body Armor, Inc., No. 04-12515 (Bankr. W.D. Mich.) (defective product).

In re: Toyota Motor Corp. Unintended Acceleration Mktg, Sales Practs, & Prods Litig., No. 8:10ML2151 (C.D. Cal.) (unintended acceleration).

In Re: Wachovia Corp. "Pick-a-Payment" Mortgage Mktg & Sales Practs. Litig., No. M:09-CV-2015 (N.D. Cal.) (negative amortization).

Keilholtz v. Lennox Hearth Prods., No. 08-CV-00836 (N.D. Cal.) (defective product).

Kramer v. B2Mobile, LLC, No. 10-cv-02722 (N.D. Cal.) (text messaging).

Lee v. Carter Reed Co., L.L.C., No. UNN-L-39690-04 (N.J. Super. Ct.) (false advertising).

Palace v. DaimlerChrysler, No. 01-CH-13168 (Cir. Ct. Ill.) (defective product).

Rowe v. UniCare Life & Health Ins. Co., No. 09-cv-02286 (N.D. Ill.) (data breach).

Spillman v. Domino's Pizza, No. 10-349 (M.D. La.) (robo-call).

Wolph v. Acer, No. 09-cv-01314 (N.D. Cal.) (false advertising).

Environmental/Property

Allen v. Monsanto Co., No. 041465 and Carter v. Monsanto Co., No. 00-C-300 (Cir. Ct. W. Va.) (dioxin release).

Angel v. U.S. Tire Recovery, No. 06-C-855 (Cir. Ct. W.Va.) (tire fire).

Ed Broome Inc. v. XTO Energy, Inc., No. 1:09-CV-147 (N.D. W. Va.) (oil & gas rights).

Cather v. Seneca-Upshur Petroleum Inc., No. 1:09-cv-00139 (N.D. W. Va.) (oil & gas rights).



In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, MDL No. 2179 (E.D. La.) (BP oil spill).

In Re Katrina Canal Breaches Litig., No. 05-4182 (E.D. La.) (Hurricanes Katrina and Rita).

Jones v. Dominion Transmission Inc., No. 2.06-cv-00671 (S.D. W. Va.) (oil & gas rights).

Thomas v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish) (vinyl chloride water contamination).

Government

Countrywide Mortgage Settlement, Department of Justice.

Iovate Settlement, Federal Trade Commission.

Cobell v. Salazar, No. 1:96cv01285 (D. D.C.), Depts. of Interior and Treasury.

National Mortgage Settlement, Attorneys General.

Walgreens Settlement, Federal Trade Commission.

Insurance

Beasley v. Hartford Ins. Co. of the Midwest, No. CV-2005-58-1 (Cir. Ct. Ark.) (homeowners insurance).

Bond v. Am. Family Ins. Co., No. CV06-01249 (D. Ariz) (property insurance).

Burgess v. Farmers Ins. Co., No. 2001-292 (Dist. Ct. Okla.) (homeowners insurance).

Campbell v. First Am. Title Ins. Co., No. 2:08-cv-311-GZS (D. Me.) (title insurance).

DesPortes v. ERJ Ins. Co., No. SU2004CV-3564 (Ga. Super. Ct.) (credit premium insurance).

Fogel v. Farmers Group, Inc., No. BC300142 (Super. Ct. Cal.) (management exchange fees).

Guidry v. Am. Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct.) (cancer insurance).

Gunderson v. F.A. Richard & Associates, Inc., No. 2004-2417-D. (14th Jud. D. Ct. La.) (PPO).

Johnson v. Progressive Casualty Ins., Co., No. CV-2003-513 (Cir. Ct. Ark.) (automobile insurance).

McFadden v. Progressive Preferred, No. 09CV002886 (Ct. C.P. Ohio) (UM/UIM).

Orrill v. Louisiana Citizens Fair Plan, No. 05-11720 (Civ. Dist. Ct., Orleans Parish) (Hurricane

Katrina property insurance).

Purdy v. MGA Ins. Co., No. D412-CV-2012-298 (4th Jud. Ct. N. Mex.) (UM/UIM).

Press v. Louisiana Citizens Fair Plan Prop. Ins. Co., No. 06-5530 (Civ. Dist. Ct., Orleans Parish) (Hurricane Katrina property insurance).

Shaffer v. Continental Casualty Co., No. 06-2235 (C.D. Cal.) (long term care insurance).

Sherrill v. Progressive Northwestern Ins. Co., No. DV-03-220 (18th D. Ct. Mont.) (automotive



premiums).

Soto v. Progressive Mountain Ins. Co., No. 2002CV47 (Dist. Ct. Mont.) (personal injury insurance).

Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark) (bodily injury claims).

Securities

In re Municipal Derivatives Antitrust Litig., MDL No. 1950 (S.D.N.Y.).

In re Mutual Funds Investment Litig., MDL No. 1586 (Allianz Sub-Track, D. Md.).

Canada

Donnelly v. United Technologies Corp., No. 06-CV-320045 CP (Ont. S.C.J.) (defective product).

Wener v. United Technologies Corp., 2008 QCCS 6605 (Québec) (defective product).

Dolmage v. Ontario, No. CV-09-376927CP00 (Ont. S.C.J.) (personal injury).

Hall v. Gillette Canada Co., No. 47521CP (Ont. S.C.J.) (false advertising).

Articles and Presentations

Shannon R. Wheatman, Speaker, Class Action Developments and Settlements, 18th Annual Consumer Financial Services Institute, New York, New York (Apr. 2013).

Shannon R. Wheatman, Ensuring Procedural Fairness Through Effective Notice, in NATIONAL CONFERENCE ON CLASS ACTIONS: RECENT DEVELOPMENTS IN QUÉBEC, IN CANADA AND IN THE UNITED STATES 83-99 (Yvon Blais ed., 2013).

Shannon R. Wheatman, Speaker, Recent Trends in Class Actions in the United States, National Conference on Class Actions: Recent Developments in Québec, in Canada and in the United States, Montreal, Canada (Mar. 2013).

Joshua P. Davis & Shannon R. Wheatman, Speaker, Report on Model Jury Instructions in Civil Antitrust Cases, Presentation, American Antitrust Institute's 6th Annual Private Antitrust Enforcement Conference, Washington, DC (Dec. 2012).

Shannon R. Wheatman & Katherine M. Kinsella, International Class Action Notice, in WORLD CLASS ACTION: A GUIDE TO GROUP AND REPRESENTATIVE ACTIONS AROUND THE GLOBE 673-686 (Paul Karlsgodt ed., 2012).



Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, *in* PRIVATE ENFORCEMENT OF ANTITRUST LAW IN THE UNITED STATES: A HANDBOOK 338–348 (Albert A. Foer & Randy M. Stutz eds., 2012).

Shannon R. Wheatman, Webinar Speaker, Class Action Notice Requirements: Challenges for Plaintiffs and Defendants, Strafford Publications (July 2012).

Shannon R. Wheatman, Webinar Speaker, *How to Craft Plain Language Privacy Notices*, Int'l Assoc. of Privacy Professionals (Oct. 2011).

Shannon R. Wheatman, Speaker, *Improving Take-Up Rates in Class Actions*, The Canadian Institute's 12th Annual National Forum on Class Actions, Ontario, Canada (Sept. 2011).

Shannon R. Wheatman & Terri R. LeClercq, *Majority of Publication Class Action Notices Fail to Satisfy Rule 23 Requirements*, 30 REV. LITIG. 53 (2011).

Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, in The International Private Enforcement of Competition Law 264–274 (Albert A. Foer & Jonathan W. Cuneo eds., 2010).

Shannon R. Wheatman, Speaker, *Majority of Publication Class Action Notices Fail to Satisfy Plain Language Requirements*, Clarity International Conference, Lisbon, Portugal (Oct. 2010).

Shannon R. Wheatman, Webinar Speaker, *Class Action Notification With Electronic Media: Emerging Legal Issues*, Stratford Publications (Sept. 2010).

Shannon R. Wheatman & Thomas E. Willging, *Does Attorney Choice of Forum in Class Action Litigation Really Make a Difference?* 17 CLASS ACTIONS & DERIVATIVES SUITS 1 (2007).

Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006).

Thomas E. Willging & Shannon R. Wheatman, Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make? NOTRE DAME L. REV., 81 (2), 101, 161 (2006).

Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, *Do you really want me to know my rights?* The ethics behind due process in class action notice is more than just plain language: A desire to actually inform. GEO. J. LEGAL ETHICS, 18 (4), 1359-1382 (2005).



Thomas E. Willging & Shannon R. Wheatman, An Empirical Examination of Attorneys' Choice of Forum in Class Action Litigation. FEDERAL JUDICIAL CENTER (2005).

Elizabeth C. Wiggins & Shannon R. Wheatman, *So what's a concerned psychologist to do? Translating the research on interrogations, confessions, and entrapment into policy, in* INTERROGATIONS, CONFESSIONS AND ENTRAPMENT 265–280 (G. Daniel Lassiter ed., 2004).

Thomas E. Willging & Shannon R. Wheatman, Attorneys' Experiences and Perceptions of Class Action Litigation in Federal and State Courts. A Report to the Advisory Committee on Civil Rules Regarding a Case Based Survey. FEDERAL JUDICIAL CENTER (2003).

Shannon R. Wheatman, Survey of Bankruptcy Judges on Effectiveness of Case-Weights. FEDERAL JUDICIAL CENTER (2003).

Elizabeth C. Wiggins & Shannon R. Wheatman, *Judicial Evaluation of Bankruptcy Judges*. FEDERAL JUDICIAL CENTER (2003).

Robert Niemic, Thomas Willging, & Shannon Wheatman, *Effects of Amchem/Ortiz on Filing of Federal Class Actions: Report to the Advisory Committee on Civil Rules*. FEDERAL JUDICIAL CENTER (2002).

Shannon Wheatman, Robert Niemic & Thomas Willging, *Report to the Advisory Committee on Civil Rules: Class Action Notices.* FEDERAL JUDICIAL CENTER (2002).

Elizabeth C. Wiggins & Shannon R. Wheatman, *Implementation of Selected Amendments to Federal Rule of Civil Procedure 26 by United States Bankruptcy Courts.* FEDERAL JUDICIAL CENTER (2001).

Shannon R. Wheatman & David R. Shaffer, On finding for defendants who plead insanity: The crucial impact of dispositional instructions and opportunity to deliberate. LAW & HUM. BEH., 25(2), 165, 181(2001).

Shannon R. Wheatman, Distance Learning in the Courts. FEDERAL JUDICIAL CENTER (2000).

David R. Shaffer & Shannon R. Wheatman, *Does personality influence the effectiveness of judicial instructions?* PSYCHOL. PUB. POL'Y & L., 6, 655, 676 (2000).

Court Testimony

Spillman v. Domino's Pizza, No. 10-349 (M.D. La.)



PRC Holdings LLC v. East Resources, Inc., No. 06-C-81 (Cir. Ct. W. Va.).

Guidry v. American Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish).

Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark).

Beasley v. The Reliable Life Insurance Co., No. CV-2005-58-1 (Cir. Ct. Ark).

Depositions

Thomas v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).

Judicial Comments

PRC Holdings, LLC v. East Resources, Inc., No. 06-C-81(E) (W.Va. Cir. Ct., Roane County).

"Notice was uniquely effective in this action because East's records of their leases allowed the Claims Administrator to provide individual notice by mail to most Class Members." - Hon. Thomas C. Evans, III (2012).

Kramer v. B2Mobile, LLC, No. 10-cv-02722 (N.D. Cal.).

"The Court approved Notice Plan to the Settlement Classes . . . was the best notice practicable under the circumstances, including comprehensive nationwide newspaper and magazine publication, website publication, and extensive online advertising. The Notice Plan has been successfully implemented and satisfies the requirements of Federal Rule of Civil Procedure 23 and Due Process." - Hon. Claudia A. Wilken (2012).

Cather v. Seneca-Upshur Petroleum, Inc., No. 1:09-CV-00139 (N.D. W. Va.).

"The Court finds that Class Members have been accorded the best notice as is practical under the circumstances, and have had the opportunity to receive and/or access information relating to this Settlement by reading the comprehensive written notice mailed to them . . . or by reading the published Notice in the local newspapers . . . The Court further finds that the Notice provided to the members of the Settlement Class had been effective and has afforded such class members a reasonable opportunity to be heard at the Final Fairness Hearing and to opt-out of the subject settlement should anyone so desire." – Hon. Irene M. Keeley (2012).

In re: Checking Account Overdraft Fee Litigation, No. 1:09-md-2036-JLK (S.D. Fla.) (JP Morgan Settlement)

"The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Chase was widely publicized, and any



Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so." - Hon. James Lawrence King (2012).

In re Netflix Privacy Litigation, No. 5:11-cv-00379 (N.D. Cal.)

"The Notice Plan and the intent of the forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B through E to the Wheatman Declaration are approved pursuant to subsections (c)(2)(B) and (ed) of Federal Rule of Civil Procedure 23. - Hon. Edward J. Davila (2012)

Purdy v. MGA Ins. Co., No. D412-CV-2012-298 (N.M. 4th Jud. Dist. Ct.)

"Notice of the Settlement Class was constitutionally adequate, both in terms of it substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process . . . [T]he Notice also contained a clear and concise Claim Form, and a described a clear deadline and procedure for filing of Claims. Notice was directly mailed to all Class Members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable." - Hon. Eugenio Mathis (2012).

Blessing v. Sirius XM Radio Inc., No 09-CV-10035 HB (S.D.N.Y.).

"The Court finds that the distribution of the Notice and the publication of the Publication Notice . . . constituted the best notice reasonably practicable under the circumstances . . . was reasonably calculated ... constituted due, adequate, and sufficient notice to all Class members who could be identified with reasonable efforts; and . . . satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, R 23.1 of the Local Civil Rules of the United States District Court for the Southern District of New York, and all other applicable law and rules." - Honorable Harold Baer, Jr. (2011).

Fogel v. Farmers Group, Inc., No. BC300142 (Super. Ct. Cal.).

"The Court further finds and confirms that the Individual Notice (including the Proof of Claim), the Summary Notice, the reminder postcard, and the notice methodology: (a) constituted the best practicable notice . . . ; (b) constituted noticed that was reasonably calculated under the circumstances to apprise potential Class Members . . .; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice, and (d) met all applicable requirements of California law " - Hon. Laura Evans (2011).

In Re: Enfamil LIPIL Mktg. & Sales Practs. Litig., No. 11-MD-02222 (S.D. Fla.)

"The Court finds that the Class Notice provided to Class Members, in the form and manner of distribution described above, constitutes the best notice practicable under the circumstances, and fully



satisfies the requirements of Federal Rules of Civil Procedure, Rule 23, the requirements of due process, and any other applicable law. The declarations filed with the Court demonstrate that the Parties have fully complied with the Court's Preliminary Approval Order (as amended by Order dated April 1, 201 1) and that the best notice practicable under the circumstances was in fact given to Class Members." - Hon. James I. Cohn (2011).

Keilholtz v. Lennox Hearth Prods., No. 08-CV-00836 (N.D. Cal.)

"Notice has been provided to the Settlement Class of the pendency of the Actions, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that said notice and the related Notice Plan provided for the best notice practicable under the circumstances to all Persons entitled to such notice and fully satisfied the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure and the requirements of due process." - Hon. Claudia Wilken (2011).

Rowe v. UniCare Life and Health Insurance Company, No. 09-CV-02286 (N.D.Ill.)

"The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process." – Hon. William J. Hibbler (2011).

Thomas v. A. Wilbert & Sons, LLC, 55,127 (La. 18th Jud. Dist. Ct., Iberville Parish).

"[N]otices complied with all requirements of the federal and state constitutions, including the due process clauses, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Thomas Subclass." – Hon. Jerome M. Winsberg (2011).

In re: M3Power Razor System Marketing & Sales Pract. Litig., MDL 1704 (D. Mass).

"The form, content, and method of dissemination of the notice given to the Settlement Class was adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process." - Hon. Douglas P. Woodlock (2011).

Soto v. Progressive Mountain Ins. Co., No. 2002CV47 (Dist. Ct. Colo.).

"Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy



due process . . . Finally, the Notice also contained a clear and concise Claim Form, and described a clear deadline and procedure for filing of claims. . . . Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable." - Hon. J. Steven Patrick (2010).

Press v. Louisiana Citizens Fair Plan Prop. Ins. Co., No. 06-5530 (Civ. Dist. Ct., Orleans Parish).

"This notice methodology . . . constitutes reasonable and best practicable notice . . . constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and . . . meets the requirements of the United States Constitution, Louisiana law, the Federal Rules of Civil Procedure and any other applicable rules of the Court . . . " - Hon. Sidney H. Cates, IV (2010).

In Re Katrina Canal Breaches, No. 05-4182 (E.D. La.).

"The notice here was crafted by Shannon Wheatman, Ph.D., whose affidavit was received as evidence . . . The entire notice was drafted in plain, comprehensible language . . . The Court finds this notice adequately reached the potential class. "- Hon. Stanwood R. DuVal, Jr. (2009).

Jones v. Dominion Transmission Inc., No. 2.06-cv-00671 (S.D. W. Va.)

"The Parties' notice expert Shannon R. Wheatman, Ph.D. . . testified that in this case . . . that the mailed notices reached approximately 95.4 percent of the potential class . . . I HOLD that personal jurisdiction exists over the Class Members because notice was reasonable and afforded the Settlement Class an opportunity to be heard and to opt out." - Hon. Joseph R. Goodwin (2009).

Guidry v. American Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct.).

"The facts show that the notice plan . . . as adequate to design and implementation . . . Dr. Shannon R. Wheatman, a notice expert, also testified at the fairness hearing as to the sufficiency of the notice plan. Dr. Wheatman testified that the notice form, content, and dissemination was adequate and reasonable, and was the best notice practicable." - Hon. G. Michael Canaday (2008).

Webb v. Liberty Mutual Ins. Co., (March 3, 2008) No. CV-2007-418-3 (Cir. Ct. Ark).

"Ms. Wheatman's presentation today was very concise and straight to the point . . . that's the way the notices were . . . So, I appreciate that . . . Having admitted and reviewed the Affidavit of Shannon Wheatman and her testimony concerning the success of the notice campaign, including the fact that written notice reached 92.5% of the potential Class members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class members who had an earlier opportunity to request exclusion but failed to do so . . . The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members." - Hon. Kirk D. Johnson (2008).



Sherrill v. Progressive Northwestern Ins. Co., No. DV-03-220 (18th D. Ct. Mont.).

"Dr. Wheatman's affidavit was very informative, and very educational, and very complete and thorough about the process that was undertaken here. . . So I have reviewed all of these documents and the affidavit of Dr. Wheatman and based upon the information that is provided . . . and the significant number of persons who are contacted here, 90 percent, the Court will issue the order." - Hon. Mike Salvagni (2008).

Shaffer v. Continental Casualty Co., No. 06-2235 (C.D. Cal.).

"The Class Notice and the notice methodology implemented pursuant to the Settlement Agreement, as described in part in the Declarations of . . . Shannon Wheatman . . . constituted the best practicable notice. . . was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law." - Hon. Philip S. Gutierrez (2008).

Gray's Harbor v. Carrier Corp., No. 05-05437(W.D. Wash.).

"The Court finds that this notice was the best notice practicable under the circumstances, that it provided due and adequate notice of the proceedings and of the matters set forth therein, and that it fully satisfied all applicable requirements of law and due process." - Hon. Ronald B. Leighton (2008).

Beringer v. Certegy Check Servs., Inc., No. 8.07-cv-1434-T-23TGW (M.D. Fla.).

"The proposed form of notice and plan for publishing are reasonable and designed to advise members of the Settlement class of their rights . . . A nationally recognized notice specialist, Hilsoft Notifications, has developed the comprehensive Notice Plan. Here, Notice is reasonably calculated to reach the maximum number of potential Settlement Class Members and, thus, qualifies as the best notice practicable. The Notice Plan here is designed to reach the maximum number of Class Members, and it is Plaintiffs' goal to reach at least 80% of the Class—an extraordinary result in consumer class action litigation." - Hon. Steven D. Merryday (2008).

Palace v. Daimler Chrysler Corp., No. 01-CH-13168 (Cir. Ct. Ill.).

"The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process . . ." – Hon. Mary Anne Mason (2008).

Johnson v. Progressive Casualty Ins., Co., No. CV-2003-513 (Cir. Ct. Ark.).

"Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the



manner in which it was disseminated . . . Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable . . . The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process." - Hon. Carol Crafton Anthony (2007).

Beasley v. The Reliable Life Insurance Co., No. CV-2005-58-1 (Cir. Ct. Ark).

"[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process . . . So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter." - Hon. Joe Griffin (2007).

Education and Experience

Education

Ph.D., Social Psychology, 2001; The University of Georgia, Athens, GA Dissertation Title: *The effects of plain language drafting on layperson's comprehension of class action notices*.

M.S., Social Psychology, 1999; The University of Georgia, Athens, GA Thesis Title: *Effects of verdict choice, dispositional instructions, opportunity to deliberate, and locus of control on juror decisions in an insanity case.*

M.L.S., Legal Studies, 1996; The University of Nebraska-Lincoln, Lincoln, NE

B.A., Psychology, 1993; Millersville University of Pennsylvania, Millersville, PA Honor's Thesis Title: *The effects of inadmissible evidence and judicial admonishment in individual versus group decisions in a mock jury simulation*.

Related Experience

Hilsoft Notifications Souderton, PA 2004-2009



Dr. Wheatman was the Vice President (2006-2009) and Notice Director (2004-2009) at Hilsoft Notifications, a legal notification firm.

Federal Judicial Center Washington, DC 2000-2004

Dr. Wheatman was a Research Associate at the Federal Judicial Center. The Federal Judicial Center is the education and research agency for the Federal Courts. The Research Division performs empirical and explanatory research on federal judicial processes and court management. Dr. Wheatman worked with the Civil Rules Advisory Committee on a number of class action studies and with the Bankruptcy Administration Committee on judicial evaluations.

Supplementary Background

Dr. Wheatman has a strong statistical background, having completed nine graduate level courses as well as teaching undergraduate statistics at the University of Georgia. She is also a member of several plain language organizations, including the Center for Plain Language, Clarity, and Scribes.



TINA WOLFSON, SBN 174806 twolfson@ahdootwolfson.com ROBERT AHDOOT, SBN 172098 rahdoot@ahdootwolfson.com 3 AHDOOT & WOLFSON, P.C. 10850 Wilshire Boulevard, Suite 370 Los Angeles, California 90024 5 Tel: 310-474-9111; Fax: 310-474-8585 6 Counsel for Plaintiff RICHARD W. TRAMMELL 7 8 9 UNITED STATES DISTRICT COURT 10 NORTHERN DISTRICT OF CALIFORNIA 11 12 RICHARD W. TRAMMELL, individually and on Case No. 12-CV-02664-CRB 13 behalf of all others similarly situated, **DECLARATION OF DAVID K. REY IN** 14 SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS Plaintiffs, 15 **ACTION SETTLEMENT** v. 16 Date: June 14, 2013 17 BARBARA'S BAKERY, INC. a California Time: 10:00 A.M. corporation; and DOES 1-50, Place: Courtroom 6 (17th Floor) 18 **Defendants** The Honorable Charles R. Breyer, Presiding 19 20 21 22 23 24 25 26 27 28 12-CV-02664-CRB: DECL. OF D. K. REY ISO MOT. FOR PRELIM. APPROVAL

1 2 3 4	GLYNN & FINLEY, LLP CLEMENT L. GLYNN, Bar No. 57117 ADAM FRIEDENBERG, Bar No. 205778 JONATHAN A. ELDREDGE, Bar No. 238559 One Walnut Creek Center 100 Pringle Avenue, Suite 500 Walnut Creek, CA 94596 Telephone: (925) 210-2800
5	Facsimile: (925) 945-1975 E-mail: afriedenberg@glynnfinley.com jeldredge@glynnfinley.com
7 8	Attorneys for Defendant Barbara's Bakery, Inc.
9	UNITED STATES DISTRICT COURT
10	NORTHERN DISTRICT OF CALIFORNIA
11	
12	RICHARD W. TRAMMELL, individually) Case No. C12-02664-CRB
13	and on behalf of all others similarly situated,) DECLARATION OF DAVID K. REY)
14	Plaintiff,)
15	vs.)
16	BARBARA'S BAKERY, INC., a California) corporation; and DOES 1-50,
17	Defendants.
18	
19	
20	I, David K. Rey, say:
21	1. I am the Vice President R&D and Quality at Weetabix Company, Inc.; the parent
22	company of Barbara's Bakery, Inc. ("Barbara's"). I know the following facts of my own
23	personal knowledge and from information collected by authorized employees of Barbara's
24	Bakery, Inc. and Weetabix Company, Inc., and if called upon could and would competently
25	testify thereto.
26	2. I am familiar with the settlement agreement in this matter and the terms requiring
27	Barbara's to re-label its product packaging for certain products defined as "Eligible Products" in
28	the settlement agreement, and am familiar with Barbara's efforts to eliminate genetically

1	modified organisms ("GMO") from certain of its Eligible Products as described in the settlement
2	agreement as well as verifying the non-GMO status through the Non-GMO Project's verification
3	program.
4	3. The costs associated with relabeling Barbara's Eligible Products, eliminating
5	GMO ingredients from certain of the Eligible Products and submitting certain of the Eligible
6	Products to the Non-GMO Project will be approximately \$1,100,000 after we complete the
7	conversions in 2013. These costs include but are not limited to package rebranding, Non-GMO
8	Project verification program costs, product production trials and associated paid time for
9	employees involved in the transition. Barbara's will continue to incur costs to comply with the
10	settlement agreement and to maintain the non-GMO status on certain of its Eligible Products at a
11	magnitude of approximately \$1,200,000 each year. These costs include but are not limited to
12	ongoing Non-GMO Project verification program costs, associated paid time for employees
13	involved in the verification process and annual upcharge costs associated with non-GMO
14	ingredient sourcing.
15	
16	I declare under penalty of perjury under the laws of the State of California that the
17	foregoing is true and correct. Executed this Ath day of April 2013, in Marlborough,
18	Massachusetts.
19	· C. L.
20	- June J. Miles
21	David K. Rey
22	·
23	
24	
25	
26	
27	
28	

1 TINA WOLFSON, SBN 174806 twolfson@ahdootwolfson.com ROBERT AHDOOT, SBN 172098 rahdoot@ahdootwolfson.com 3 AHDOOT & WOLFSON, P.C. 10850 Wilshire Boulevard, Suite 370 Los Angeles, California 90024 Tel: 310-474-9111; Fax: 310-474-8585 5 6 Counsel for Plaintiff RICHARD W. TRAMMELL 7 8 9 UNITED STATES DISTRICT COURT 10 NORTHERN DISTRICT OF CALIFORNIA 11 12 RICHARD W. TRAMMELL, individually and on Case No. 12-CV-02664-CRB 13 behalf of all others similarly situated, **DECLARATION OF ELISA ODABASHIAN** 14 IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF Plaintiffs, 15 **CLASS ACTION SETTLEMENT** v. 16 Date: June 14, 2013 17 BARBARA'S BAKERY, INC. a California Time: 10:00 A.M. corporation; and DOES 1-50, Place: Courtroom 6 (17th Floor) 18 **Defendants** The Honorable Charles R. Breyer, Presiding 19 20 21 22 23 24 25 26 27 28 12-CV-02664-CRB: DECL. OF E. ODABASHIAN ISO MOT. FOR PRELIM. APPROVAL

- 1. I am Director of the West Coast Office and State Campaigns for Consumers Union of the United States, Inc. ("Consumers Union"), a not-for-profit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. I have personal knowledge of the facts contained in this declaration and, if called as a witness, would be competent to testify to them.
- 2. Consumers Union, the non-profit policy and advocacy arm of Consumer Reports, has a long history of working to protect consumers in the marketplace. Since its first issue in 1936, Consumer Reports has never accepted paid ads. Free from the pressures of advertisers and commercial influence, Consumer Reports has tackled some of the toughest safety issues of the time, evaluating new products and technologies, warning consumers about potential dangers and unfounded claims by advertisers, and fighting for accurate labeling, especially on products that contain potentially dangerous chemicals. Consumers Union has long been on the cutting edge of reporting risks and advocating for improvements in the quality and safety of the consumer marketplace. Its mission: to work for a fair, just, and safe marketplace for all consumers and to empower consumers to protect themselves. The organization was founded in 1936 when advertising first flooded the mass media. Consumers lacked a reliable source of information they could depend on to help them distinguish hype from fact and good products from bad ones. Since then Consumers Union, and its flagship publication, Consumer Reports, have filled that vacuum with a broad range of consumer information.
- 3. Consumers Union has four offices spread throughout the United States. It is headquartered in Yonkers, New York and has offices in Austin, Texas, Washington, D.C., and San Francisco, California.
- 4. Consumers Union employs attorneys, policy analysts, grassroots organizers, researchers, media experts, and outreach specialists who advocate for consumer protections in the areas of financial services, food safety, product safety, health care, and clean energy. Consumers Union has received more than two-dozen *cy pres* awards since the early 1980s, and is currently named as a *cy pres* recipient in eight pending cases.

- 5. Consumers Union's advocates sponsor and weigh in on legislation, push for regulatory reforms, watchdog the implementation of new laws, run public education and marketplace campaigns, support and oppose state ballot measures, publish reports that highlight original research, and are trusted and much-consulted experts in the media. More than 1.3 million consumers have signed up to follow Consumers Union and take action on issues that impact them. Consumers Union's Share Your Story database empowers consumers to describe their experiences in the marketplace dealing with egregious and/or unsafe practices and products—or to describe their interactions with good corporate actors. Consumers Union works with the storytellers to develop and fact-check their stories and, with permission, provides them to reporters who are writing about a particular problem in the marketplace and to legislators who are looking for real-life "victims" of a particular problem their legislation is endeavoring to fix. People who share their stories become some of Consumers Union's most active and engaged volunteers.
- 6. Consumers Union, voted one of the most trusted organizations in America in a Harris Poll (http://voices.yahoo.com/poll-consumer-reports-trusted-most-moveonorg-least-708171.html), fights for consumer protections in the products and services that consumers often encounter in the marketplace, and is tireless in its efforts on behalf of its only constituency—the public.
- 7. The following are some examples of Consumers Union's efforts to combat misleading and confusing food labels in the marketplace, ensure that food labels are meaningful, educate consumers about genetically engineered foods, and protect the integrity of the "organic" label:
- a. *Greener Choices* Website Products For a Better Planet:

 http://www.greenerchoices.org/. Consumers Union has designed and funded GreenerChoices.org, a Web-based initiative to inform, engage, and empower consumers about environmentally friendly products and practices. GreenerChoices.org offers an accessible, reliable, and practical source of information on buying "greener" products that have minimal environmental impact and meet personal needs.
- b. *Eco-Labels* Website & iPhone / iPad App Webpage and Greener Choices includes an "*Eco-Labels*" web page ("http://www.greenerchoices.org/eco-labels/) that helps and

provides information to consumers to evaluate the truth and meaning of product labels that purport to
be green. In addition, Consumer Reports has designed and made available the <i>Eco-Labels</i> iPhone
and iPad App that provides consumers information on the environmental claims on labels. (See
http://news.consumerreports.org/money/2011/11/new-eco-label-mobile-app-for-iphone-and-ipad-
decodes-green-product-labels-and-claims.html). In addition, Consumers Union's Dr. Urvashi
Rangan, Ph.D., who developed <i>Eco-Labels</i> , conducts lectures and talks regarding food labeling. (<i>See</i>
TedxManhattan Talk "From Fables to Labels;"

- c. Not In My Food Website Consumer Union has also designed and launched a food advocacy website: http://notinmyfood.org. Designed by Consumers Union's team of food safety advocates, notinmyfood.org works for a food system that assures food is safe, affordable, and processed in a suitable manner. In addition, notinmyfood.org works for clear and accurate labeling in all food products, including information regarding whether food ingredients contains GMO. The goal of notinmyfood.org is to create a safer and more transparent food system for all people.
- d. Other examples of Consumers Union's active role in accurate food labeling, including the labeling of products with GMO ingredients, include:
 - Functional Food Make Some Big Promises; In Most Cases, Health
 Claims Are Based on Flimsy Facts: http://www.consumerreports.org/cro/2012/06/functional-food-makes-some-big-promises/index.htm.
 - ii. National Organic Standards Board Decision a Victory for Organics
 Preservation of Antibiotics:

 http://www.consumersunion.org/news/national-organic-standards-board-decision-a-victory-for-organics-preservation-of-antibiotics/.
 - iii. Dr. Michael Hansen—"Reasons for Labeling Genetically Engineered Foods": http://notinmyfood.org/document/reasons-for-labeling-of-genetically-engineered-foods.

1	iv.	Consumer Reports Viewpoint on GMO Labeling:
2		http://www.consumerreports.org/cro/magazine/2013/02/viewpoint/inde
3		<u>x.htm</u> .
4	v.	Consumers Union Expert to Testify in Washington on GE Food:
5		http://notinmyfood.org/press_release/cu-expert-to-testify-in-
6		washington-on-ge-food.
7	vi.	Where Does Your Food Come From? Changes Are Looming for Food
8		Labels: http://www.consumerreports.org/cro/2013/02/where-does-
9		your-food-come-from/index.htm.
10	vii.	Consumer Reports From Our President: If Truth Be Told:
11		http://www.consumerreports.org/cro/magazine/2013/03/from-our-
12		president-if-truth-be-told/index.htm.
13	viii.	Grocery Aisle Gotchas; Don't Fall for Marketing Claims that Sound
14		Like Health Promises: http://www.consumerreports.org/cro/2012/04/
15		grocery-aisle-gotchas/index.htm.
16	ix.	Overfished or Not; Assessing Seafood Claims: http://consumerreports.
17		org/cro/magazine-archive/2011/december/food/fake-
18		fish/overfishing/index.htm.
19	х.	Consumer Reports Poll: Two-Thirds of Americans Want FDA to
20		Inspect Domestic and Foreign Food Supply; Organic Fish Label
21		Misleading: http://pressroom.consumerreports.org/pressroom/2008/11/
22		consumer-reports-poll-two-thirds-of-americans-want-the-fda-to-
23		inspect-domestic-and-foreign-food-supply.html.
24	xi.	Eeeew! We're Eating WHAT? Ten Surprising Things Food Labels
25		Don't Say About Food: http://consumerreports.org/cro/shopping/2011/
26		june/ten-food-shockers/overview/index.htm.
27	xii.	Consumer Reports Finds Misleading, Unapproved Labels that Confuse
28		Consumers: http://pressroom.consumerreports.org/pressroom/2012/06/

1		consumer-reports-poll-majority-of-americans-want-meat-raised-	
2		without-antibiotics-sold-at-local-supermarkets.html.	
3	xiii.	Consumers Union's Letter to USDA Expresses Concern About	
4		Confusing Claims Re Antibiotics on Meat: http://notinmyfood.org/	
5		press_release/cu-letter-to-usda-expresses-concern-about-confusing-	
6		claims-about-antibiotics-on-meat.	
7	xiv.	USDA Will Investigate Unapproved Antibiotics Labels:	
8		http://notinmyfood.org/posts/3260-usda-will-investigate-unapproved-	
9		antibiotics-labels.	
10	XV.	Chemical and Agribusiness Interests Defeat California's Prop 37:	
11		http://pressroom.consumerreports.org/pressroom/2012/11/measure-	
12		would-have-required-labeling-of-genetically-engineered-foodsan-	
13		francisco-ca-californias-proposition-37-which.html.	
14	xvi.	Consumer Reports Baby Food Buying Guide: Is Organic Food Better?	
15		http://www.consumerreports.org/cro/baby-food/buying-guide.htm.	
16	8. To provide a	further sense of the breadth of our consumer advocacy work, the	
17	following are some examples of Consumers Union's efforts to combat false advertising, scams, and		
18	misleading labels:		
19	a. Fuel E	Economy Claims: Consumer Reports made headlines recently by	
20	revealing that its fuel-econor	my testing of the 2013 Ford Fusion Hybrid and the C-Max Hybrid	
21	showed fewer miles per gallon than advertised. Forbes reported: "just weeks after the magazine		
22	assailed Ford for how the co	mplexity of the MYFord Touch system continued to confuse American	
23	car buyers, Consumer Repor	ts alleged that the Ford Fusion Hybrid delivered only 39 mpg in its tests	
24	of the vehicle in highway and city driving, far short of the 47 mpg Ford claims for the model.		
25	Similarly in the magazine's tests, the C-Max Hybrid hit only a combined 37 mpg, far short of the 47		
26	mpg Ford claims for it." The Environmental Protection Agency has responded by saying it will		
27	investigate Ford's mileage cl	aims per Consumer Reports' findings.	
28			

- b. *Homeowner Insurance Scams in the Wake of Hurricane Sandy*: Consumer Reports issued advice to consumers on how to deal with insurance companies that don't live up to their promises in the wake of Hurricane Sandy: http://news.consumerreports.org/money/2012/10/insandyswake-roll-up-your-sleeves--for-possible-fight-with-yourhome-insurer.html.
- c. Consumer Reports Monthly Selling It Column: For more than twenty years, each monthly issue of Consumer Reports features a column called Selling It, which exposes misleading or deceptive claims on products. A dedicated email address is offered for consumers to write about false claims they encounter. A book was published that culls from many years of Selling It columns and brings to the attention of millions of consumers the worst come-ons in the marketplace. Amazon.com describes the book: "Whether showing what's inside 'official government' envelopes, illustrating the lunacies of labeling, debunking mysterious medical potions, or looking at the ever-more-clever ways in which packaging is designed to deceive, Consumer Reports Selling It exposes and informs in equal parts. With historical context and tips for consumers, Selling It offers entertaining reading and constructive solutions, and proves again that in today's marketplace, vigilance is all."
- d. *Seafood Mislabeling:* Consumer Reports featured an investigative piece on the mislabeling of fish and seafood, in which one-fifth of the seafood we purchased was mislabeled:
 - i. http://www.consumerreports.org/cro/magazinearchive/2011/december/food/fake-fish/overview/index.htm.
 - ii. Such mislabeling harms consumers when expensive seafood is switched for less desirable, cheaper fish, when consumers mistakenly eat species that are high in mercury or other contaminants, and when consumers find out that they've mistakenly purchased species that are endangered.
- e. *Reverse Mortgage Scams*: Consumer Reports published an investigative story about consumers who were misled by reverse mortgage brokers: http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreports.org/ http://www.consumerreportgages-ov.htm <a href="mailto:cro/magazinearchive/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/personal-finance/september-2009/

- f. *Infomercials*: Consumer Reports warned consumers not to fall for infomercials: http://www.consumerreports.org/cro/magazinearchive/2010/february/shopping/infomercialproducts/overview/infomercial-products-ov.htm.
- g. Banning Use of "Organic" Label on Fish and Seafood: Consumers Union helped pass legislation in California that prohibited the use of the "organic" label on fish and seafood, as there is no standard set for organic fish or seafood. Consumers often pay more fish and seafood that is mislabeled "organic."
- h. *Dietary Supplements*: Consumers Union has pushed long and hard for the regulation of dietary supplements, through its advocacy work in legislatures and at FDA, and in several Consumer Reports pieces on supplement products that make false claims:
 - i. http://www.consumerreports.org/cro/2012/05/dangeroussupplements/index.htm.
 - ii. Under the current system, FDA considers dietary supplements as "foods" instead of "drugs," so supplements are not subjected to premarket safety testing, and no government authority is checking to make sure that what is on the supplement label is true. Consumers Union sponsored a bill in California that lead to the banning of the dangerous sports supplement, ephedra, which caused strokes and heart attacks. Shortly thereafter, FDA banned ephedra nationwide. Just one of many examples of the continuing effort by Consumer Reports to warn consumers about false claims by supplement makers is this piece on heart health: http://www.consumerreports.org/cro/2012/04/
 heartsupplements-proceed-with-caution/index.htm.
- i. Antibiotics In Meat: Consumers Union is working to stop the overuse of antibiotics on farms in the production of food animals, which has led to the development of superbugs that make human medicines ineffective. Consumer Reports issued a report that found more than 20 different labels in the marketplace pertaining to "antibiotic-free" meat, all of which are meaningless since there is no standard for such a label. Four of the labels found are illegal, and

27

28

industry/index.htm.

Consumers Union is working with USDA to go after those companies to remove those illegal claims from the marketplace, as well as working to set a standard for an antibiotics-free claim on meat:

http://www.consumerreports.org/cro/2012/06/antibiotics-arewidely-used-by-u-s-meat-

- j. In addition, Consumers Union provides a significant amount of information to educate consumers about false advertising. The following are some recent headlines and the website pages at which the articles can be found: (i) "Refunds coming to buyers of Oreck products with 'false' health claims" (See http://news.consumerreports.org/appliances/2012/05/consumers-whobought-two-oreck-products-getpartial-refund-due-to-false-claims.html); (ii) "Selling it: MATCHING GAS MASKS OPTIONAL" (See http://www.consumerreports.org/cro/selling/sellingit-june-2008/selling-it-ov.htm); (iii) "6 outrageous health claims busted in 2012: The FTC had a busy year cracking down on products with overblown promises" (See http://www.consumerreports.org/ cro/2012/12/6-outrageous-health-claims-busted-in-2012/index.htm); (iv) "Food, supplement, or drug?: What to make of nutraceutical claims" (See http://www.consumerreports.org/cro/2012/04/ foodsupplement-or-drug/index.htm); (v) "Be your own consumer watchdog: How to check out a company before you commit your cash:" (See http://www.consumerreports.org/cro/2011/01/be-yourownconsumer-watchdog/index.htm); (vi) "Your rights as a consumer: The law is often on your side when you do battle with a retailer. Here's what you need to know to win the day" (See http://www.consumerreports.org/cro/2010/09/your-rights-as-a-consumer/index.htm; and (vii) "Functional food makes some big promises: In most cases, health claims are based on flimsy facts" (See http://www.consumerreports.org/cro/2012/06/functionalfood-makes-some-bigpromises/index.htm).
- 9. Consumers Union does not plan a single, one-time use of the *cy pres* funds, but rather, a continuation of its *Eco-Labels* and Greener Choices consumer education work on food labels (which have been funded by foundation support), to support its mission of protecting consumers from false advertising, as well as meeting the national demand by universities, academic societies and the media for fact-based research, surveys, expert testimony, talks, and panel participation on genetically engineered food.

1	10. In the event Consumers Union receives any Residual Funds from the Settlement, it
2	will not use the Residual Funds for litigation or lobbying purposes.
3	I declare under penalty of perjury under the laws of the United States of America that the
4	foregoing is true and correct. Executed on April 24, 2013 at San Francisco, California.
5	41 - 0 - 1 -
6	Was Odelastuan
7	By: ELISA ODABASHIAN
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

TINA WOLFSON, SBN 174806 twolfson@ahdootwolfson.com ROBERT AHDOOT, SBN 172098 rahdoot@ahdootwolfson.com 3 AHDOOT & WOLFSON, P.C. 10850 Wilshire Boulevard, Suite 370 4 Los Angeles, California 90024 Tel: 310-474-9111; Fax: 310-474-8585 5 Counsel for Plaintiff RICHARD W. TRAMMELL 7 8 9 UNITED STATES DISTRICT COURT 10 NORTHERN DISTRICT OF CALIFORNIA 11 12 RICHARD W. TRAMMELL, individually and on Case No. 12-CV-02664-CRB 13 behalf of all others similarly situated, DECLARATION OF MARY HALEY IN 14 SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS Plaintiffs, 15 **ACTION SETTLEMENT** v. 16 Date: June 14, 2013 17 BARBARA'S BAKERY, INC. a California Time: 10:00 A.M. corporation; and DOES 1-50, Place: Courtroom 6 (17th Floor) 18 **Defendants** The Honorable Charles R. Breyer, Presiding 19 20 21 22 23 24 25 26 27 28 12-CV-02664-CRB: DECL. OF M. HALEY ISO MOT. FOR PRELIM. APPROVAL

I, Mary Haley, declare as follows:

- I am the Chief Operating Officer for Action for Healthy Kids, a not-for-profit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. I have personal knowledge of the facts contained in this declaration, or am informed and believe based on company documents and conversation with colleagues, and if called as a witness, would be competent to testify to them.
- Action for Healthy Kids ("AFHK") promotes education of children and parents
 regarding proper nutrition, healthy living, healthy food ingredients, and understanding food labeling
 in order to fight childhood obesity, undernourishment and physical inactivity.
- AFHK reaches over fifty thousand (50,000) diverse volunteers including parents, teachers, students, school administrators, and communities across the country in an effort to engage everyone in ending the nation's childhood obesity epidemic.
- Due to budgetary pressures and academic priorities, nutrition education is often among the first activities cut in an attempt to balance the school budget.
- 5. In order to address these critical needs, AFHK supports hundreds of schools around the country with grants to provide children with education regarding healthier foods and knowledge of healthful eating, which often includes educational programs designed to promote accurate understanding of food labeling and advertising. In addition, fifty-one (51) State Teams (one in each state and Washington, D.C.) develop an annual action plan, meet regularly and have assessment measures that address statewide and/or local needs.
- 6. For example, in 2012, AFHK made grants to four hundred (400) schools across the country. These funds are used for a variety of purposes, however, all grant recipients were required to use some of the funds to teach nutrition education to their students. This education includes the promotion of better understanding of product labeling and information available on a food label. Often, nutrition education including information about how to make healthy choices based on information found on food labels and packaging comes in the form of various nutrition education curricula purchased by grant recipients. AFHK estimates that these grants reached approximately three hundred and two thousand (302,000) elementary, middle and high school students.

- 7. AFHK education programs also extend to parents. For example, in addition to school-based initiatives, AFHK's *Parents for Healthy Kids* program is designed to mobilize parents as leaders in healthy lifestyles at home and in schools. This program includes the expenditure of resources on education regarding childhood obesity, with plans underway to include information and education regarding understanding of product labeling and information available on the label.
- 8. In addition, in recent years, AFHK has seen a growing number of grant recipients use funds to post signage in school cafeterias about the nutritional value/calorie count of the various foods served. In middle and high schools, precise details are posted; in elementary schools, foods are color-coded (green = good, healthy food; red = do not eat too much/too often). Grant recipients' goals are not only to familiarize children, and in-turn parents, about healthy food choices, but also to condition these student and their parents to read and properly understand product labels.
- 9. In addition to direct grants, AFHK also makes its *Game On!* curriculum free for use by any elementary school. *Game On! The Ultimate Wellness Challenge* challenges school staff, students, and their families to incorporate healthy food choices and physical activity into their daily lives and into the culture of their school community. This no-cost, step-by-step online guide provides all the resources needed to host a successful elementary school wellness program. The *Game On!* framework features over 35 "Eat Better and Move More Challenges" that emphasize healthy eating and physical activity before, during, and after school. *Game On!* is founded on core U.S. Department of Health and Human Services, U.S. Department of Agriculture (USDA), and President's Council on Fitness, Sports and Nutrition principles, outstanding programs from a number of federal agencies, AFHK's studies and initiatives, and free and low-cost resources from other leading organizations.
- 10. Though *Game On!* focuses on wellness solutions for elementary schools, the flexible framework exists for middle and high schools as well. *Fuel Up to Play 60* empowers middle school students to take control of their own health, and gives middle schools the tools to ensure healthy eating and physical activity is part of the everyday culture on campus. AFHK partners with the National Dairy Council and the National Football League to offer *Fuel Up to Play 60*. High school students have very powerful voices and can significantly impact their environment in positive ways.

AFHK's Students Taking Charge program empowers high school students to be change agents in their schools around nutrition and physical activity initiatives. Students can choose from "Grab 'N' Go" project ideas, or create their own to make their school a healthy place to learn and grow.

- 11. All of these programs include some degree of education regarding how to read and understand food product labeling.
- 12. AFHK does not plan a single, one-time use of any *cy pres* funds that may be awarded to it from this action but, rather, a continuation of its education initiatives described above, in order to support its mission of fostering sound nutrition in children and its vision of helping children develop the lifelong habits necessary to promote health. Helping children understand what is in their food, including through an understanding of food labels as well as an understanding of what they should be looking for in the foods they consume, are key to these goals.
- In the event AFHK received Residual Funds from the Settlement it will not use the Residual Funds for litigation or lobbying purposes.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on April 24, 2013 at Chicago, Illinois.

By: MANY HALEY

Attachment 3

WHEREAS:

This motion was brought before the Court by Plaintiff Richard W. Trammell ("Plaintiff");

Trammell v. Barbara's Bakery, Inc., No. 3:12-cv-02664-CRB, originally was filed on May 23, 2012 in the United States District Court for the Northern District of California (the "Action");

The Action alleges, on behalf of a nationwide class of consumers, that Barbara's Bakery violated California's Unfair Competition Law ("UCL"), Bus. & Prof. Code §17200, *et seq.*, False Advertising Law ("FAL"), Bus. & Prof. Code §17500, *et seq.*, Consumers Legal Remedies Act ("CLRA"), Civ. Code §1770, *et seq.*, and breached an express warranty;

A first amended complaint was filed on June 28, 2012, and a second amended complaint was filed on January 30, 2013. The amended complaints allege causes of action identical to the original complaint, and re-alleged Barbara's Bakery's, Inc.'s ("Barbara's Bakery") violations of California's consumer protection laws;

Barbara's Bakery filed an answer to the first amended complaint on July 19, 2012, in which it expressly denied any and all wrongdoing alleged in the action, and neither admitted nor conceded any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in this action. Barbara's Bakery filed an answer to the second amended complaint on February 5, 2013, which was substantively identical to the original answer;

Class Counsel has conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of both defenses and liability sought in the Action;

Class Counsel, on behalf of Plaintiff and the other members of the Class, engaged in extensive discovery. In particular, Barbara's Bakery has produced the following documentation regarding the Eligible Products: (i) label design and product formulation; (ii) marketing, advertising, media, and public relations; and (iii) financial information. In total, Plaintiff's Counsel was given access to over thirty (30) banker's boxes of documents and approximately seventy (70) Gigabytes (GB) of data. Class Counsel also conducted interviews of primary Barbara's Bakery's corporate witnesses who have been involved with the Eligible Products to address the following subjects: (i) sales and marketing; (ii) labeling; (iii) finance; (iv) document collection and retention; and (v) Barbara's Bakery's efforts to

eliminate GMO ingredients from its products. Before entering into this Settlement Agreement, Class Counsel conducted a thorough examination and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and could reasonably assess the strength of Plaintiff's claims and Barbara's Bakery's liability, including its defenses; and

The Parties having entered into a Settlement Agreement in which the Parties have agreed to settle the Action, pursuant to the terms of the Settlement Agreement, subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Action with prejudice; and The Court having reviewed the Settlement Agreement, including the exhibits attached thereto (together, the "Settlement Agreement"), and all prior proceedings herein, and good cause appearing based on the record;

THEREFORE, IT IS **ORDERED**, **ADJUDGED**, **AND DECREED** as follows (all capitalized terms being defined as they are defined in the Settlement Agreement unless otherwise specified or defined herein):

- 1. **Stay of the Action**. All non-settlement-related proceedings in the Action are hereby stayed and suspended until further order of this Court.
- 2. Preliminary Class Certification for Settlement Purposes Only. The Action is preliminarily certified as a class action for settlement purposes only, pursuant to Fed. R. Civ. P. 23(a) and (b)(3). The Court preliminarily finds for settlement purposes that: (a) the Class certified herein is numerous, and that joinder of all such persons would be impracticable, (b) there are issues of law and fact that are typical and common to the Class, and that those issues predominate over individual questions; (c) a class action on behalf of the certified Class is superior to other available means of adjudicating this dispute; and (d) as set forth in paragraph 4, below, Plaintiff and Class Counsel are adequate representatives of the Class. Barbara's Bakery retains all rights to assert that this action may not be certified as a class action, other than for settlement purposes.
- 3. <u>Class Definition</u>. The Class shall consist of all persons who, during the Class Period, purchased in the United States any Eligible Products. Excluded from the Class are: (a) Barbara's Bakery's board members or executive-level officers, including its attorneys; (b) persons who purchased the Eligible Products primarily for the purpose of resale; (c) retailers or re-sellers of the

1		xviii.	SHREDDED OATS (Cinnamon Crunch, Blueberry Burst, Multigrain, Original,
2			Shredded Wheat, or Vanilla Almond flavors);
3		xix.	SHREDDED WHEAT;
4		XX.	SHREDDED SPOONFULS (Multigrain or Vanilla Blast flavors);
5		xxi.	SHREDDED MINIS (Blueberry Burst flavor);
6		xxii.	TOASTED OATMEAL FLAKES (Original flavor); and
7		xxiii.	ULTIMA ORGANIC (Blue Corn, Blueberry, Flax & Granola, High Fiber, or
8			Pomegranate flavors).
9	B.	Cerea	l Bars:
10		i.	MULTIGRAIN CEREAL BARS (Apple Cinnamon, Blueberry, Cherry, Original,
11			Raspberry, Strawberry, or Triple Berry flavors);
12		ii.	FRUIT & YOGURT BARS (Apple Cinnamon, Blueberry Apple, Cherry Apple,
13			Strawberry Apple, or Traditional flavors); and
14		iii.	PUFFINS CEREAL AND MILK BARS (Blueberry Yogurt, French Toast, Peanut
15			Butter Chocolate Chip, or Strawberry Yogurt flavors).
16	C.	Chees	ee Puffs:
17		i.	BAKED CHEESE PUFFS (Original or White Cheddar flavors); and
18		ii.	CHEESE PUFFS (Jalapeno or Original flavors).
19	D.	Fig Ba	ars:
20		i.	FIG BARS (Apple Cinnamon, Blueberry, Multigrain, Raspberry, Traditional,
21	Wheat Free, or Whole Wheat flavors).		
22	E. Granola Bars:		
23		i.	CRUNCHY ORGANIC GRANOLA BARS (Cinnamon Crisp, Oat & Honey, Peanut
24	Butter, or Toasted Almond flavors).		
25	F.	Snack	imals Animal Cookies:
26		i.	SNACKIMALS ANIMAL COOKIES (Chocolate Chip, Double Chocolate, Peanut
27			Butter, Oatmeal, Vanilla, or Snickerdoodle flavors).
28			

- 7. **Fairness Hearing**. A Fairness Hearing shall be held on _____ the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 17th Floor, Courtroom 6, San Francisco, California, 94102, to determine, among other things: (a) whether the Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) whether the settlement of the Action should be approved as fair, reasonable and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) whether Class Members should be bound by the release set forth in the Settlement Agreement; (e) whether Class Members and related persons should be subject to a permanent injunction; (f) whether the application of Class Counsel for an award of Attorneys' Fees and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (g) whether the application of the named Plaintiff for an incentive award should be approved. The submissions of the Parties in support of the settlement, including Plaintiff's Counsel's application for Attorneys' Fees and Expenses and incentive awards, shall be filed with the Court no later than fourteen (14) days prior to the deadline for the submission of objections and may be supplemented up to seven (7) days prior to the Fairness Hearing.
- 8. **Administration**. In consultation with and with the approval of Barbara's Bakery, Class Counsel is hereby authorized to establish the means necessary to administer the proposed settlement and implement the Claim Process, in accordance with the terms of the Agreement.
- 9. <u>Class Notice</u>. The proposed Class Notice, Summary Settlement Notice, the notice methodology described in the Settlement Agreement, and the Declaration of the Media Notice Administrator are hereby approved.
- a. Pursuant to the Settlement Agreement, the Court appoints Kinsella Media, LLC to be the Notice Administrator and Rust Consulting, Inc. to be the Settlement Administrator to help implement the terms of the Settlement Agreement.
- b. Beginning not later than ten (10) calendar days after entry of the Preliminary Approval Order and to be substantially completed not later than twenty-five (25) calendar days after entry of the Preliminary Approval Order and subject to the requirements of the Preliminary Approval Order, the Settlement Agreement, and the Declaration of the Notice Administrator, the Notice

Administrator shall commence sending the Class Notice by Electronic Mail ("E-mail) to: (i) each reasonably identifiable Class Member's last known E-mail address, reasonably obtainable from Barbara's Bakery, which addresses shall be provided to the Notice Administrator by Barbara's Bakery, no later than one (1) business day after the day of entry of the Preliminary Approval Order, subject to the existence of such information; and (ii) each appropriate State and Federal official, as specified in 28 U.S.C. §1715, and shall otherwise comply with Fed. R. Civ. P. 23 and any other applicable statute, law, or rule, including but not limited to the Due Process Clause of the United States Constitution.

- c. The Notice Administrator shall have the publication of the Summary Settlement Notice substantially completed no later than ninety (90) calendar days after entry of this Preliminary Approval Order. The Notice Administrator shall publish the Summary Settlement Notice as described in the Declaration of the Notice Administrator and in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties.
- d. No later than forty-five (45) calendar days after entry of the Preliminary

 Approval Order, the Notice Administrator shall send the Summary Settlement Notice by First Class

 U.S. Mail, proper postage prepaid, to each Class Member whose E-mail address returned a message as
 undeliverable, subject to the existence of such information as provided by Barbara's Bakery pursuant
 to Section IV.B.1.a of this Agreement. The Notice Administrator shall: (a) re-mail any Summary

 Settlement Notices returned by the United States Postal Service with a forwarding address that are
 received by the Notice Administrator no later than sixty (60) calendar days after entry of the

 Preliminary Approval Order; and (b) by itself or using one or more address research firms, as soon as
 practicable following receipt of any returned Summary Settlement Notices that do not include a
 forwarding address, research any such returned mail for better addresses and promptly mail copies of
 the Summary Settlement Notices to the better addresses so found.
- e. Prior to the dissemination of the Class Notice as set forth above in paragraphs 9(a) to 9(d), the Notice Administrator shall establish an Internet website, www.BarbarasBakerySettlement.com, that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines, and related information. The web site shall include, in .pdf format, materials agreed upon by the Parties and as further ordered by this Court.

- f. Prior to the dissemination of the Class Notice as set forth above in paragraphs 9(a) to 9(d), the Notice Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Class Members.
- g. The Notice Administrator shall timely disseminate any remaining notice, as stated in the Settlement Agreement and/or the Declaration of the Notice Administrator.
- h. Not later than ten (10) calendar days before the date of the Fairness Hearing, the Notice Administrator and/or Settlement Administrator shall file with the Court: (a) a list of those persons who have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, methods, and results of the notice program.
- 10. Findings Concerning Notice. The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.
- 11. **Exclusion from Class**. Any Class Member who wishes to be excluded from the Class must mail a personally signed, written request for exclusion to the Settlement Administrator at the addressed provided in the Class Notice, postmarked no later than October 14, 2013, or as the Court otherwise may direct, to the Notice Administrator, in care of the address provided in the Class Notice. Any person or entity requesting exclusion is requested to include in the signed written request the information set forth under Question 17 of the Class Notice. So-called "mass" or "class" opt-outs shall not be allowed. The Settlement Administrator shall forward copies of any written requests for

28

exclusion to Class Counsel and Barbara's Bakery's Counsel. The Settlement Administrator shall file a list reflecting all timely requests for exclusion with the Court no later than ten (10) calendar days before the Fairness Hearing. If the proposed settlement is finally approved, any potential Class Member who has not submitted a timely written request for exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in the Action, including but not limited to the Release, even if the potential Class Member previously initiated or subsequently initiates any litigation against any or all of the Released Parties relating to the claims and transaction released in the Action. Persons who properly exclude themselves from the Class shall not be entitled to participate in the benefits of the Settlement Agreement. Barbara's Bakery's Counsel shall provide to the Settlement Administrator, within ten (10) business days of the entry of this Preliminary Approval Order, a list of all counsel for anyone who has litigation against Barbara's Bakery that involves Eligible Products. The Settlement Administrator shall mail copies of the Class Notice to all such legal counsel. Barbara's Bakery will promptly direct the Settlement Administrator to serve the Class Notice on counsel for any Class Members who subsequently initiate litigation, arbitration, or other proceedings against Barbara's Bakery relating to claims alleging events occurring during the Class Period, the Eligible Products, and/or otherwise involving the Release.

- 12. <u>Objections and Appearances</u>. Any Class Member or counsel hired at any Class Member's own expense who complies with the requirements of this paragraph may object to any aspect of the proposed settlement.
- a. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the proposed Settlement, the award of Attorneys' Fees and Expenses, or the individual award to Plaintiff, must deliver to the Class Counsel identified in the Class Notice and to Barbara's Bakery's Counsel, and file with the Court, no later than October 14, 2013, or as the Court otherwise may direct: (a) a written statement of objections, as well as the specific reason(s), if any, for each objection, including any legal and factual support the Class Member wishes to bring to the Court's attention; (b) any evidence or other information the Class Member wishes to introduce in support of the objections; (c) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; and (d) a

list of all the Class Member's purchase(s) of Eligible Products. Class Members may do so either on their own or through an attorney retained at their own expense. Any Class Member filing an objection may be required to sit for deposition regarding matters concerning the objection. Any Class Member who fails to comply with the provisions in this section shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the Release in the Settlement Agreement in the Action.

- b. Any Class Member, including a Class Members who files and serves a written objection, as described above, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or the individual award to Plaintiff. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of the Class Counsel identified in the Class Notice and to Barbara's Bakery's Counsel, and file said notice with the Court, no later than October 14, 2013, or as the Court may otherwise direct.
- c. Any interested party may file a reply to any written objection, as described in Section 12(a) herein. A reply to an objection must be served and filed no later than seven (7) calendar days before the Fairness Hearing.
- 13. Preliminary Injunction. All Class Members and/or their representatives who do not timely exclude themselves from the Class are hereby preliminarily barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing litigation as class members, putative class members, or otherwise against Barbara's Bakery (or against any of its related parties or affiliates), and/or from receiving any benefits from, any lawsuit, administrative, or regulatory proceeding or order in any jurisdiction, based on or relating to the claims or causes of actions or the facts, and circumstances relating thereto, relating to the Eligible Products, the Action, and/or the Release. In addition, all such persons are hereby preliminarily barred and enjoined from filing, commencing, or prosecuting a lawsuit against Barbara's Bakery (or against any of its related parties or affiliates) as a class action, a separate class, or group for purposes of pursuing a

putative class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Class Members who do not timely exclude themselves from the Class, arising out of, based on, or relating to the claims, causes of action, facts, and/or circumstances relating thereto, relating to the Eligible Products, the Action, and/or the Release. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over this Action.

- 14. **Post-Office Box(es)**. The Settlement Administrator or their designated agent(s) shall rent one or more post-office boxes in the name of the Clerk of the Court, to be used for receiving requests for exclusion from the Class and any other communications. Other than the Court or the Clerk of Court and the Notice Administrator, only Barbara's Bakery, Barbara's Bakery's Counsel, Class Counsel, and their designated agents shall have access to these post-office box(es).
- 15. <u>Disclosure of Objections</u>. The Settlement Administrator, Barbara's Bakery's Counsel, and Class Counsel shall promptly furnish to each other copies of any and all objections or written requests for exclusion that might come into their possession.
- 16. Termination of Settlement. This Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; (b) the settlement is terminated in accordance with the Settlement Agreement; or (c) the settlement does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the settlement shall be used or referred to for any purpose whatsoever.
- 17. <u>Use of Order</u>. This Order shall be of no force or effect if the settlement does not become final and shall not be construed or used as an admission, concession, or declaration by or against Barbara's Bakery of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiff or the other Class

Attachment 4

1 2 3 4 5 6 7 8	GLYNN & FINLEY, LLP CLEMENT L. GLYNN, Bar No. 57117 ADAM FRIEDENBERG, Bar No. 205778 JONATHAN A. ELDREDGE, Bar No. 238559 One Walnut Creek Center 100 Pringle Avenue, Suite 500 Walnut Creek, CA 94596 Telephone: (925) 210-2800 Facsimile: (925) 945-1975 E-mail: afriedenberg@glynnfinley.com	
9	UNITED STATES	S DISTRICT COURT
10	NORTHERN DISTR	RICT OF CALIFORNIA
11		C N. C12 02((4 CDD
12	RICHARD W. TRAMMELL, individually and on behalf of all others similarly situated,)	Case No. C12-02664-CRB <u>DEFENDANT BARBARA'S BAKERY,</u>
13	Plaintiff,)	INC.'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY
14	vs.)	APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR
15	BARBARA'S BAKERY, INC., a California)	PRELIMINARY INJUNCTION
16	corporation; and DOES 1-50,	Date: June 14, 2013
17	Defendants.)	Time: 10:00 a.m. Place: Courtroom 6
18)	Judge: The Honorable Charles R. Breyer
19		Complaint Filed: May 23, 2012
20		V2 07777077
21	TO ALL PARTIES AND THEIR ATTORNEY	
22		ine 14, 2013 at 10:00 a.m., or as soon thereafter as
23	the matter may be heard, before the Honorable	Charles R. Breyer, Defendant Barbara's Bakery,
24	Inc. ("Barbara's") will, and hereby does, move	for an order from this Court granting its motion
25	for preliminary approval of class action settlem	nent and request for preliminary injunction.
26	This motion is made on the following g	grounds: Barbara's requests that the Court issue a
27	preliminary injunction enjoining related litigati	ion pending in the Eastern District of New York
28	and Superior Court of California pursuant to the	ne Court's authority under the All Writs Act, 28

U.S.C. § 1651, the Anti-Injunction Act, 28 U.S.C. § 2283, and Federal Rules of Civil Procedure, 1 Rule 23(d). Such an injunction is necessary to allow the Court to oversee and manage the 2 settlement in this action and to protect the interests of the settlement class. 3 Defendant's motion is based upon this Notice of Motion and Motion, the accompanying 4 Memorandum of Points and Authorities, Declaration of Jonathan A. Eldredge and on such other 5 evidence and argument as may be presented before or at the hearing on this motion or of which 6 the Court may take judicial notice. 7 8 9 Dated: April 26, 2013 **GLYNN & FINLEY. LLP** 10 CLEMENT L. GLYNN ADAM FRIEDENBERG 11 JONATHAN A. ELDREDGE One Walnut Creek Center 12 100 Pringle Avenue, Suite 500 Walnut Čreek, CA 94596 13 14 By /s/ Jonathan A. Eldredge Attorneys for Defendant 15 Barbara's Bakery, Inc. 16 17 18 19 20 21 22 23 24 25 26 27 28

1 2 3 4 5 6 7 8	GLYNN & FINLEY, LLP CLEMENT L. GLYNN, Bar No. 57117 ADAM FRIEDENBERG, Bar No. 205778 JONATHAN A. ELDREDGE, Bar No. 238559 One Walnut Creek Center 100 Pringle Avenue, Suite 500 Walnut Creek, CA 94596 Telephone: (925) 210-2800 Facsimile: (925) 945-1975 E-mail: afriedenberg@glynnfinley.com
9	UNITED STATES DISTRICT COURT
10	NORTHERN DISTRICT OF CALIFORNIA
11 12 13 14 15 16 17 18	RICHARD W. TRAMMELL, individually and on behalf of all others similarly situated,) Plaintiff, DEFENDANT BARBARA'S BAKERY, INC.'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR PRELIMINARY INJUNCTION BARBARA'S BAKERY, INC., a California corporation; and DOES 1-50, Date: June 14, 2013 Time: 10:00 a.m. Place: Courtroom 6 Judge: The Honorable Charles R. Breyer Complaint Filed: May 23, 2012
20212223	I. INTRODUCTION Defendant Barbara's Bakery, Inc. ("Barbara's") joins in Plaintiff Richard W. Trammell's "Motion for Preliminary Approval of Class Action Settlement" (Docket No. 36). In addition,
2425	Barbara's requests that the Court issue a preliminary injunction enjoining related litigation pending in the Eastern District of New York and Superior Court of California pursuant to the
26	Court's authority under the All Writs Act, 28 U.S.C. § 1651, the Anti-Injunction Act, 28 U.S.C.
27	§ 2283, and Federal Rules of Civil Procedure, Rule 23(d). Such an injunction, which is included
28	in the Proposed Preliminary Approval Order filed with Plaintiff's Motion (Docket No. 38), is

- 1 necessary to allow the Court to oversee and manage the settlement in this action and to protect
- 2 the interests of the settlement class.

II. FACTUAL BACKGROUND

- On May 23, 2013, this action was filed. (Docket No. 1.) The Second Amended
- 5 Complaint is the operative complaint. (Docket No. 29.) Plaintiff, on behalf of himself and a
- 6 putative class, seeks relief related to Barbara's alleged false representations that its products are
- 7 "all natural" when the products allegedly contain genetically modified organisms ("GMO")
- 8 and/or other allegedly synthetic or artificial ingredients. (*Id.*) As discussed in Plaintiff's motion
- 9 for preliminary approval, after discovery and extensive settlement discussions, including two
- 10 mediations before the Honorable Eugene Lynch (Ret.) of JAMS, the parties have settled this
- action and seek the Court's approval of that settlement. (Docket No. 36.) The settlement, if
- approved, will preliminarily certify a national class related, *inter alia*, to claims that Barbara's
- 13 falsely represented its products as "all natural" when they allegedly contained GMO and/or other
- allegedly synthetic or artificial ingredients. (*Id.*)
- On November 5, 2012, Silber v. Barbara's Bakery, Inc., Case No. 1:12-cv-05511-WFK-
- 16 RLM, was filed in the Eastern District of New York. (Declaration of Jonathan A. Eldredge
- 17 ("Eldredge Decl."), \P 2 and Exh. A.) As in the instant case, the plaintiff in *Silber*, on behalf of
- herself and a putative class, alleges that Barbara's falsely represented its products are "all
- 19 natural" when the products allegedly contain GMO and/or other allegedly synthetic or artificial
- 20 ingredients. (*Id.*) Barbara's answered the complaint and, following counsel's refusal to stipulate
- 21 to a stay, recently made Rule 26 initial disclosures and served limited discovery to which no
- 22 responses are yet due. (*Id.*) Plaintiff has served, but not filed, ¹ a motion for preliminary
- 23 injunction; Barbara's served its opposition and requested that the New York district court
- 24 continue the hearing until after this Court rules on Plaintiff's motion for preliminary approval.
- 25 (*Id.*) The hearing on the motion for preliminary injunction is set for May 7, 2013. (*Id.*) No class
- 26 ///

27

²⁸ Pursuant to Local Rule, all papers (moving, opposition and reply) are filed at the same time.

has been certified (or class certification motion filed) and no settlement discussions have taken 1 place in light of the *Trammell* settlement. (*Id.*) 2 3 On November 7, 2012, Rojas v. Barbara's Bakery, Inc., Case No. CGC-12-525911, was filed in the Superior Court of California, County of San Francisco. (Eldredge Decl., ¶ 3 and Exh. 4 B.) Again, as in the instant case, the plaintiff in *Rojas*, on behalf of himself and a putative class, 5 alleges that Barbara's falsely represented its products are "all natural" when the products 6 allegedly contain GMO. (Id.) Barbara's has answered the complaint; no discovery has been 7 taken. (Id.) No class has been certified (or class certification motion filed) and no settlement 8 discussions have taken place in light of the *Trammell* settlement. (*Id.*) 9 10 On December 11, 2012, Moro v. Barbara's Bakery, Inc., Case No. 1:12-cv-06087-WFK-11 RLM, was filed in the Eastern District of New York. (Eldredge Decl., ¶ 4 and Exh. C.) Once again, as in the instant case, the *Moro* plaintiff, on behalf of herself and a putative class, alleges 12 that Barbara's falsely represented its products are "all natural" when the products allegedly 13 contain GMO and other allegedly synthetic or artificial ingredients. (*Id.*) Barbara's has 14 15 answered the complaint, Rule 26 initial disclosures were made and limited discovery has been served but not answered (again because opposing counsel refused to stay the case voluntarily in 16 light of the instant settlement). (Id.) No class has been certified (or class certification motion 17 filed) and no settlement discussions have taken place in light of the *Trammell* settlement. (*Id.*) 18 Shortly after a settlement-in-principle was reached in the *Trammell* action, counsel in the 19 20 Silber, Rojas and Moro matters were notified that a national class settlement was reached and 21 that the settlement agreement would effectively moot the claims asserted in those matters. 22 (Eldredge Decl., ¶ 5.) Counsel objected that they were not involved in the settlement discussions even though Trammell was filed more than five months before any of the other actions and hence 23 was much more developed. (Id.) Although we understand that counsel have been anxious to see 24 the settlement agreement, the sudden urgency of prosecuting their later filed cases appears driven 25 by a desire to claim fees rather than protecting the class whose interests are well served by the 26 subject settlement. Now that counsel will have seen the settlement agreement, we hope that they 27 will reconsider their refusal to await developments in this case. But if they persist in seeking to 28

- 1 litigate elsewhere the issues resolved by the subject settlement, this Court should issue its order
- 2 preventing such wasteful conduct.

III. ARGUMENT

3

Federal district courts have the power to issue an injunction against continued federal and 4 state proceedings pursuant to the All Writs Act, 28 U.S.C. § 1651 (federal courts have the 5 authority to "issue all writs necessary or appropriate in the aid of their jurisdictions and agreeable 6 to the usages and principles of law."), the Anti-Injunction Act, 28 U.S.C. § 2283 (allowing 7 federal courts to enjoin state proceedings where "it is necessary to protect the court's 8 jurisdiction[.]" Hanlon v. Chrysler Corp., 150 F.3d 1011, 1025 (9th Cir. 1998)) and Federal 9 Rules of Civil Procedure, Rule 23(d), which "vests a district court with the authority and 10 discretion to protect the interests and rights of class members and to ensure its control over the 11 integrity of the settlement approval process. '[A] district court has both the duty and the broad 12 authority to exercise control over a class action and to enter appropriate orders governing the 13 conduct of counsel and parties.' [Citation.]" Hanlon, 150 F.3d at 1025). See also Kaufman v. 14 15 Am. Express Travel Related Services Comp., Inc., 264 F.R.D. 438, 449 (N.D. Ill. 2009) ("There is ample authority supporting the court's power to stay pending federal and state cases to 16 effectuate class action settlement approval." [Citations.]"); Liles v. Del Campo, 350 F.3d 742, 17 746-47 (8th Cir. 2003) ("The district court enjoined proceedings in related litigation to preserve 18 the settlement fund, to eliminate the risk of inconsistent or varying adjudications that would 19 20 deplete the fund, to avoid confusion among the class members, and to save scarce judicial 21 resources. The court acted within its discretion in issuing the injunction because enjoining 22 related litigation was necessary to ensure the enforceability of the order approving the 23 preliminary settlement and to prevent further draining of the limited settlement fund."). This issue was recently addressed in the multi-district litigation *In re Skechers Toning* 24 Shoe Products Liability Litigation, 2012 WL 3312668 (W.D. Ky. 2012). In Skechers, the parties 25 "as part of the settlement agreement, . . . move[d] for an injunction that would enjoin all similar 26 class actions proceeding in other state and federal courts." *Id.* at * 12. After discussing its 27 authority under the All Writs Act and Anti-Injunction Act, the district court granted the request 28

finding that "an injunction is necessary in aid of the Court's jurisdiction in order to avoid 1 confusion of the issues and interference of the approved settlement." Id. at * 12; see also id. at * 2 3 14 ("that issuance of an injunction is necessary in aid of its jurisdiction over this case in order to prevent frustration and disruption in the resolution of these issues."). 4 5 Here, the matter at bar settled after extensive settlement negotiations and two mediations, and the settlement agreement has been submitted to the Court for review and approval. (See 6 Docket No. 36.) The three pending cases (Silber, Rojas and Moro) seek relief based on the same 7 alleged false advertising; each asserts that Barbara's "all natural" representations concerning its 8 products that allegedly contain GMO and synthetic or artificial ingredients are false and 9 10 misleading to consumers. (Eldredge Decl., ¶¶ 2-5, Exhs. A-C.) This Court's ability to manage and oversee the certification and settlement of the national class would be impaired if competing 11 federal and state actions were allowed to proceed while the Court administers the settlement that 12 has now been reached. Indeed, counsel in the Silber matter has already requested injunctive 13 relief (following notice of the *Trammell* settlement in an obvious attempt to seek a portion of the 14 15 attorneys' fees that may be awarded by this Court) that will be mooted by what the parties in Trammell negotiated with the aid of a skilled and respected mediator, as now embodied in the 16 settlement agreement. The agreed-upon injunctive relief is set forth in the *Trammell* settlement 17 agreement that has been submitted for the Court's review and approval. It is in the interest of the 18 class members that all matters related to the national class be overseen by this Court pursuant to 19 20 the settlement agreement that has now been submitted for review and approval. 21 Pursuant to the settlement agreement and proposed class notice, the plaintiffs in the Silber, Rojas and Moro actions are entitled to opt out their individual claims. If they do so, their 22 individual claims would be allowed to proceed; however, they may not proceed as class actions 23 or seek relief that would conflict with this Court's orders concerning the national class. 24 IV. **CONCLUSION** 25 Barbara's respectfully requests that the Court enter a preliminary injunction enjoining 26 related litigation pending in the Eastern District of New York and the Superior Court of 27 California, including the Silber, Rojas and Moro actions, and all future litigation related to the 28

1	national class and allegations in this action	on. A form of order was submitted with Plaintiff's
2	motion for preliminary approval (Docket	t No. 38), and Barbara's Bakery joins in the request that
3	the Court enter that order.	
4		
5	Dated: April 26, 2013	
6		GLYNN & FINLEY, LLP CLEMENT L. GLYNN ADAM FRIEDENBERG
7		JONATHAN A. ELDREDGE One Walnut Creek Center
8		100 Pringle Avenue, Suite 500 Walnut Creek, CA 94596
9		,
10		By/s/ Jonathan A. Eldredge Attorneys for Defendant
11		Barbara's Bakery, Inc.
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1	GLYNN & FINLEY, LLP				
2	CLEMENT L. GLYNN, Bar No. 57117 ADAM FRIEDENBERG, Bar No. 205778				
2	JONATHAN A. ELDREDGE, Bar No. 238559				
3	One Walnut Creek Center 100 Pringle Avenue, Suite 500				
4	Walnut Creek, CA 94596 Telephone: (925) 210-2800				
5	Facsimile: (925) 945-1975				
6	E-mail: afriedenberg@glynnfinley.com jeldredge@glynnfinley.com				
7	Attorneys for Defendant Barbara's Bakery, Inc.				
8	Barbara's Bakery, mc.				
9	UNITED STATES DISTRICT COURT				
10	NORTHERN DISTRICT OF CALIFORNIA				
11) Case No. C12-02664-CRB				
12	RICHARD W. TRAMMELL, individually and on behalf of all others similarly situated,) DECLARATION OF JONATHAN A.				
13) <u>ELDREDGE</u>				
14	Plaintiff,)				
15	vs.) Date: June 14, 2013) Time: 10:00 a.m.				
16	BARBARA'S BAKERY, INC., a California) Place: Courtroom 6 corporation; and DOES 1-50,) Judge: The Honorable Charles R. Breyer				
17	Defendants.) Complaint Filed: May 23, 2012				
18 19	I, Jonathan A. Eldredge, say:				
20	 I am an attorney licensed to practice in the State of California, and I am a member 				
21	of the bar of this Court. I am associated with Glynn & Finley LLP, attorneys for defendant				
22	Barbara's Bakery, Inc. I know the following facts of my own personal knowledge and if called				
23	upon could and would competently testify thereto.				
23 24	2. On November 5, 2012, <i>Silber v. Barbara's Bakery, Inc.</i> , Case No. 1:12-cv-05511				
25	WFK-RLM, was filed in the Eastern District of New York. Attached as Exhibit A is a true and				
26	correct copy of the operative complaint in Silber. As in the instant case, the plaintiff in Silber,				
27	on behalf of herself and a putative class, alleges that Barbara's falsely represented its products				
28	are "all natural" when the products allegedly contain GMO and/or other allegedly synthetic or				
	1				

- 1 artificial ingredients. (See Exh. A.) Barbara's answered the complaint and, following counsel's
- 2 refusal to stipulate to a stay, recently made Rule 26 initial disclosures and served limited
- 3 discovery to which no responses are yet due. Plaintiff has served, but not filed, a motion for
- 4 preliminary injunction; Barbara's served its opposition and requested that the New York district
- 5 court continue the hearing until after this Court rules on Plaintiff's motion for preliminary
- 6 approval. The hearing on the motion for preliminary injunction is set for May 7, 2013. No class
- 7 has been certified (or class certification motion filed) and no settlement discussions have taken
- 8 place in light of the *Trammell* settlement.
- 9 3. On November 7, 2012, Rojas v. Barbara's Bakery, Inc., Case No. CGC-12-
- 10 525911, was filed in the Superior Court of California, County of San Francisco. Attached as
- 11 **Exhibit B** is a true and correct copy of the operative complaint in *Rojas*. Again, as in the instant
- case, the plaintiff in *Rojas*, on behalf of himself and a putative class, alleges that Barbara's
- falsely represented its products are "all natural" when the products allegedly contain GMO. (See
- Exh. B.) Barbara's has answered the complaint; no discovery has been taken. No class has been
- 15 certified (or class certification motion filed) and no settlement discussions have taken place in
- 16 light of the *Trammell* settlement.
- 17 4. On December 11, 2012, Moro v. Barbara's Bakery, Inc., Case No. 1:12-cv-
- 18 06087-WFK-RLM, was filed in the Eastern District of New York. Attached as **Exhibit C** is a
- 19 true and correct copy of the operative complaint in *Moro*. Once again, as in the instant case, the
- 20 Moro plaintiff, on behalf of herself and a putative class, alleges that Barbara's falsely represented
- 21 its products are "all natural" when the products allegedly contain GMO and other allegedly
- 22 synthetic or artificial ingredients. (See Exh. C.) Barbara's has answered the complaint, Rule 26
- 23 initial disclosures were made and limited discovery has been served but not answered (again
- because opposing counsel refused to stay the case voluntarily in light of the instant settlement).
- 25 No class has been certified (or class certification motion filed) and no settlement discussions
- 26 have taken place in light of the *Trammell* settlement.
- 5. Shortly after a settlement-in-principle was reached in the *Trammell* action,
- 28 counsel in the Silber, Rojas and Moro matters were notified that a national class settlement was

1	reached and that the settlement agreement would effectively moot the claims asserted in those
2	matters. Counsel objected that they were not involved in the settlement discussions even though
3	Trammell was filed more than five months before any of the other actions and hence was much
4	more developed.
5	
6	I declare under penalty of perjury under the laws of the State of California that the
7	foregoing is true and correct. Executed this 26th day of April 2013, in Walnut Creek, California
8	
9	/s/ Jonathan A. Eldredge
10	Jonathan A. Eldredge
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

EXHIBIT A

AFILED + SA

2012 NOV -5 PM 5: 00

REESE RICHMAN LLP

Kim E. Richman Michael R. Reese

875 Avenue of the Americas, 18th Floor

New York, New York 10001

Telephone:

(212) 643-0500

Facsimile: Email:

(212) 253-4272 krichman@reeserichman.com

mreese@reeserichman.com

CV 12-

5511 GLASSER, J.

THE GOLAN FIRM

Yvette Golan 1919 Decatur St.

Houston, Texas 77007

Telephone:

(866) 298-4150, ext. 101

Facsimile:

(928) 441-8250

Email:

ygolan@tgfirm.com

Counsel for Plaintiff and the Proposed Class

J. ORENSTEIN, M. J.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

ERIN SILBER, on behalf of herself and all others similarly situated,	: Case No
Plaintiff,	: CLASS ACTION COMPLAINT
vs.	: DEMAND FOR JURY TRIAL
BARBARA'S BAKERY, INC.,	:
Defendant.	: :
	:

Plaintiff Erin Silber ("Plaintiff"), on behalf of herself and all others similarly situated, by and through her undersigned counsel, alleges the following based upon her own personal knowledge and the investigation of her counsel. Plaintiff believes that substantial evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

NATURE OF THE ACTION

- 1. This is a proposed class action against Barbara's Bakery, Inc. ("Barbara's Bakery" or "Defendant") for misleading consumers about the nature of the ingredients of its cereal products sold under the Puffins brand name, namely Puffins Original; Puffins Peanut Butter and Chocolate; Puffins Multigrain; Puffins Peanut Butter; Puffins Cinnamon; Puffins Honey Rice; Puffin Puffs, Crunchy Cocoa; Puffin Puffs, Fruit Medley; and other similar varieties ("Puffins," "Product," or "Products").
- 2. Now part of a worldwide cereal conglomerate, Defendant has based its brand on being wholesome, healthy, and environmentally friendly by providing "natural" foods. Even its logo promises "All Natural Since 1971." See Exhibit 1, attached hereto.
- 3. During a period of time from September 21, 2006, to the conclusion of this action (the "Class Period"), Defendant engaged and continues to engage in a widespread marketing campaign on the Product packaging, website, and advertisements to mislead consumers about the nature of the ingredients in Puffins. Specifically, Defendant prominently placed the statement "All Natural Since 1971" on the front of the Product packaging, see Exhibit 2, attached hereto, even though Defendant knew the statement was false and misleading. Defendant also repeated the "All Natural" and "All Natural Since 1971" misrepresentations on the back and side labels of the Product packaging, making it the focal point of its product advertising. See Exhibit 2.

¹ Defendant has discontinued offering some Products and regularly introduces new products that are also falsely labeled as "100% natural" or "all natural." The identity of these additional products will be ascertained through discovery and are included in the list of Products.

Defendant also prominently placed the label "100% natural" on the Puffin Puffs Crunchy Cocoa and Puffin Puffs Fruit Medley Products. See http://shop.barbarasbakery.com/Puffin-Puffs-Crunchy-Cocoa/p/BAR-206454&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012); http://shop.barbarasbakery.com/Puffin-Puffs-Fruit-Medley/p/
BAR-206256&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012). Defendant further states on the Product website that Puffins is "100% Natural." See

http://www.barbarasbakery.com/cereals-puffins/ (last visited Sept. 12, 2012).

- 4. Defendant conveyed its misrepresentations about the Products through a widespread marketing and advertising campaign on the Product packaging, on various websites, including http://www.barbarasbakery.com, and in Product advertisements and promotional materials.
- 5. The representation that the Products are "All Natural" is central to the marketing of the Products and is displayed prominently on their packaging. The misrepresentations were uniform and were communicated to Plaintiff and every other member of the Class at every point of purchase and consumption.
- 6. Unfortunately for consumers and their children, Puffins is not "All Natural" or "100% natural." Rather, the Products contain various synthetic ingredients and corn that is derived from unnatural, genetically modified plants (a/k/a genetically modified organisms, or "GMOs"). A recent study found that Puffins contains more than 50% genetically engineered corn. Cornucopia Institute, Cereal Crimes: How "Natural" Claims Deceive Consumers and Undermine the Organic Label A Look Down the Cereal and Granola Aisle (2011) ("Cornucopia Cereal Report"), available at http://www.cornucopia.org/2011/10/natural-vs-organic-cereal/. Further testing by an independent lab hired by Plaintiff's counsel has confirmed

that Puffins contains GMO corn – corn whose genes have been unnaturally altered so that they include genes of a virus and a bacteria. See Exhibit 3, attached hereto. It is impossible for corn to naturally obtain these genes.

- 7. Furthermore, as described in greater detail herein, Defendant adds a substantial amount of unnaturally processed and synthetic additives to its so-called "All Natural" Products.
- 8. These synthetic and excessively processed ingredients are not mere trace ingredients in the Products. For example, there is more synthetic dietary fiber NutraFlora, a combination of 1-ketose (1-kestotriose; GF2), nystose (1,1-kestotetraose; GF3), and 1F-B-fructofuranosyl-nystose (1,1,1-kestopentaose; GF4) than any natural fiber in the so-called All Natural Puffins Multigrain. See Exhibit 2.
- 9. Through this deceptive practice, Defendant was able to command a premium price by deceiving consumers about the attributes of its Products and distinguishing the Products from similar cereals. Defendant was motivated to mislead consumers for no other reason than to take away market share from competing products, thereby increasing its own profits.
- 10. The term "natural" has been at least partially defined by federal agencies and regulations. The Food and Drug Administration ("FDA") has defined the outer boundaries of the use of the term "natural" by stating that a product is not natural if it contains synthetic or artificial ingredients. According to federal regulations, an ingredient is synthetic if it is:
 - [a] substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes.

7 C.F.R. § 205.2. An ingredient is artificial if it "is not derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, fish, poultry, eggs, dairy products, or fermentation products thereof." 21 C.F.R.

§ 101.22(a).

- 11. Similarly, the USDA's Food Safety and Inspection Service ("FSIS") defines a "natural" product as a product that does not contain any artificial or synthetic ingredient and does not contain any ingredient that is more than "minimally processed."
- 12. Defendant explained what it meant by "all natural" on its Product packaging. On the back and side labels of its products, Defendant promised that its products contained "No Artificial Flavors, Additives or Preservatives." See Exhibit 2. Additionally, as Defendant promised on its back-label packaging of its products, "[t]here are never any artificial preservatives or additives in our cereals because that's Barbara's way." Id. With only minor and non-substantive variations, Defendant made this promise on the back label of all the Puffins products. Id.
- 13. Research shows that a majority of consumers expect "natural" foods to be free of genetically engineered ingredients, and many consumers consider the absence of genetically modified organisms ("GMOs") to be important. See Cornucopia Cereal Report.
- 14. Indeed, a 2010 poll by the Hartman Group found that a majority of consumers believed the term "natural" implied absence of genetically modified organisms ("GMOs"). Canada Organic Trade Association, Consumer Confusion About the Difference: "Natural" and "Organic" Product Claims (2010), at 6, available at http://www.ocpro.ca/docs/Library/ White%20Paper%20Nat-Org%20COTA.pdf (citing The Hartman Group, Beyond Organic and Natural (2010), available at http://www.hartman-group.com/publications/reports/beyondorganic-and-natural). Similarly, two polls from 2009 and 2010 showed a majority of consumers said the "natural" label was either "important" or "very important." Context Marketing, Beyond Organic: How Evolving Consumer Concerns Influence Food Purchases (2009), available at

http://www.contextmarketing.com/foodissuesreport.pdf.

- Monsanto Company, an agricultural company that pioneered GMO seeds, defines GMOs as plants or animals with their "genetic makeup altered to exhibit traits that are not naturally theirs." In general, genes are taken (copied) from one organism that shows a desired trait and transferred into the genetic code of another organism." See Monsanto > News & Views > Glossary, http://www.monsanto.com/newsviews/Pages/glossary.aspx#g (last visited Sept. 12, 2012) (emphasis added). Additionally, the World Health Organization defines GMOs as "organisms in which the genetic material (DNA) has been altered in a way that does not occur naturally. It allows selected individual genes to be transferred from one organism into another, also between non-related species." See World Health Organization (WHO) > Food safety > 20 questions on genetically modified foods, http://www.who.int/foodsafety/publications/biotech/ 20questions/en/ (last visited Sept. 12, 2012) (emphasis added).
- 16. Because Puffins contains synthetic ingredients and GMO corn, Defendant's claims that Puffins are "All Natural" or "100% natural" are false, misleading, and designed to deceive consumers into purchasing its Products. Plaintiff brings this action to stop Defendant's misleading practice.

JURISDICTION AND VENUE

- 17. This court has jurisdiction over all causes of action asserted herein, pursuant to 28 U.S.C. §1332(d), because the aggregate claims of the class exceed the sum or value of \$5,000,000.00, and there is diversity of citizenship between proposed class members and the Defendant.
 - 18. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(1) and (2).

Substantial acts in furtherance of the alleged improper conduct, including the dissemination of false information regarding the quality of Defendant's Products, occurred within this district.

PARTIES

- 19. Plaintiff Erin Silber is a citizen of New York because Ms. Silber is domiciled in Brooklyn, New York, and has no intention of changing her domicile. Ms. Silber bought a 10 oz. box of Puffins Original cereal at a local supermarket in New York during the Class Period, prior to the commencement of this action. Ms. Silber relied upon the statement that the Product was "All Natural Since 1971" in deciding to purchase the Product. Had Ms. Silber known at the time that the Product was not, in fact, made "All Natural Since 1971," but, instead, made with GMOs, she would not have purchased the Product.
- 20. Defendant Barbara's Bakery, Inc. is a California corporation with its principal place of business in Marlborough, Massachusetts. Barbara's Bakery, Inc. is a wholly-owned subsidiary of the Weetabix North America, which is the North American arm of Weetabix Food Company, a United Kingdom-based company and worldwide cereal conglomerate. Barbara's Bakery markets its Products to consumers throughout the United States.

SUBSTANTIVE ALLEGATIONS

21. Defendant sells several types of cereal under the Puffins brand that are widely consumed by both children and adults. Each of the Puffins cereals is sold with a label on the front of the box that states prominently "All Natural Since 1971." Defendant also prominently places the label "100% natural" on its Puffin Puffs Crunchy Cocoa and Puffin Puffs Fruit Medley Products. See http://shop.barbarasbakery.com/Puffin-Puffs-Crunchy-Cocoa/p/BAR-206454&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012); http://shop.barbarasbakery.com/Puffin-Puffs-Fruit-Medley/p/BAR-

206256&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012). Defendant's website further states that Puffins is "100% Natural." *See* http://www.barbarasbakery.com/cereals-puffins/ (last visited Sept. 12, 2012).

- 22. The back of the Puffins cereal box also features numerous slogans and representations to induce the purchaser into believing the Product is all natural, including the following statements:
 - "Eat the Way you Live, Naturally."
 - "At Barbara's®, we believe the best things in life are all natural like smiles, hugs, and our super tasty Multigrain Puffins made with whole oats, brown rice and corn"
 - "healthy living, naturally"
 - "Honest Goodness. Give our other all natural products a try."
 - "Celebrate Family! In 1971, when Barbara started our company, Petaluma was at the heart of the natural foods movement. Petaluma is still a place of farms, milk cows, and people deeply connected to nature. The movement has spread and our family of products has grown too. We chose a few of our favorite cereals to create a "family size." Now everyone can enjoy Barbara's original vision make great tasting, healthy foods what people love all without artificial ingredients or preservatives. Gather the family around the table and enjoy!"
 - "Make friends with All Natural Goodness."
 - "A Naturally Dynamic Duo. At Barbara's®, our recipe for success is great taste and all-natural ingredients...."

See Exhibit 2.

- 23. Similarly, on its website Defendant makes numerous statements and representations to re-enforce the "All Natural" part of its brand. For example, at the top of the homepage, a changing banner appears with the following slogans:
 - "Eat Natural, Live Natural. Start with Breakfast."
 - "Let's eat the way we live. Naturally."
 - "A hug, a smile, and whole grains. The best things in life are

natural."

• "We believe sunny afternoons should be spent outside. And snacks should be natural."

http://www.barbarasbakery.com (last visited Sept. 12, 2012); see also Exhibit 1.

- 24. In recounting the company's history, and referring to its purported founder, Defendant states, among other things: "Barbara, then 17, found her calling in real food and opened a small natural bakery in Northern California. She had a simple plan—make wholesome food taste incredibly delicious. Inspired by good health, family, and the kitchen table as the cornerstones of the good life, she used whole grains and oats just as nature intended—free from anything artificial. ... Today, a few of us wish we still wore flowers in our hair like Barbara did. And, we know our mission is clear: healthy people, naturally. We carry on Barbara's commitment to create the best-tasting natural products free of artificial preservatives and ingredients, hydrogenated oils, and refined white sugar." http://www.barbarasbakery.com/about/ (last visited Sept. 12, 2012).
 - 25. Another page of the website boasts as follows:

We've Got a New Look and it's Just as Natural as Our Ingredients

We've been making great tasting naturally healthy food—free of artificial colors, preservatives and harmful additives since 1971. Our bold, simplified look, featuring 100% recycled carbon neutral GreenChoice cartons makes it easier for health conscious consumers to find us in their local grocery store.

It's all part of our long-term commitment to natural ingredients. Barbara's is a company born and raised on the values of the natural foods movement of the early 1970s. These pioneers believed that promoting sustainable agriculture and green living along with eating natural and organic would lead to healthier, happier lives.

Barbara opened a small natural bakery with a strong commitment to healthier foods, but with a slightly different point of view: what good is healthy food if no one will eat it? She made sure that her naturally wholesome foods taste great as well. It's no surprise that Barbara's is still thriving and we still live by the principle our founder believed in: that making great tasting recipes with allnatural ingredients will make your family healthier and happier. Naturally.

All Natural Since 1971.

http://www.barbarasbakery.com/new-look/ (last visited Sept. 12, 2012).

- 26. In fact, since Defendant's trademark logo itself contains the "All Natural Since 1971" claim, any consumer who purchases any of Defendant's Products or views any of Defendant's advertisements is exposed to Defendant's "All Natural Since 1971" claim. See Exhibit 1. Defendant systematically conveys the "All Natural Since 1971" misrepresentation on cereal boxes, bags, on its website, TV commercials, and even social media, such as Facebook.
- 27. A study conducted by the Rudd Center for Food Policy and Obesity at Yale University found that specific nutrition-related health claims on cereal boxes result in parents believing those products to be healthier than other children's cereals. Such claims also lead to greater willingness in parents to buy those cereals for their children. See Karen N. Peart, Parents Often Misled by Health Claims on Children's Cereal Packages, Yale News (Aug. 10, 2011), http://opac.yale.edu/news/article.aspx?id=8782 (last visited Sept. 12, 2012).
- 28. GMOs have created controversy around the world due to concerns about food safety, the effect on natural ecosystems, gene flow (a/k/a "gene migration" or "genetic drift") into non-GMO crops, and other issues. Indeed, a team of scientists recently reported that genetically modified corn was found to increase the incidence of tumors in test subjects and to decrease their life expectancies. See Gilles-Eric Séralini et al., Long term toxicity of a Roundup herbicide and a Roundup-tolerant genetically modified maize, 50 Food & Chem. Toxicology 4221, 4221 (2012). One consumer response to such concerns has been to purchase products represented as "natural" rather than food products that are derived from GMOs.
 - 29. A product that is derived from GMOs is unnatural by definition. In accordance

with expert definitions, consumers reasonably interpret GMOs as unnatural.

- 30. A Cornucopia Institute study found that Puffins products were contaminated with high levels of genetically engineered ingredients Puffins contained more than 50% genetically engineered corn. See Cornucopia Cereal Report. Testing by Biogen Laboratories, an independent lab hired by Plaintiff's counsel, has confirmed that Puffins cereal contains non-natural, GMO ingredients. See Exhibit 3.
- 31. Natural breeding can take place only between closely related life forms, e.g., wheat with wheat). Natural breeding techniques cannot add the genes of a different organism, e.g., a wheat with a fish. Instead, to add genes of an organism to a different organism, scientists must use genetic engineering, producing an organism that could not otherwise exist in nature.
- 32. An independent lab confirms that the genetically modified corn in Puffins Products contains genes of a bacteria (*Agrobacterium tumefaciens*) and a virus (cauliflower mosaic virus, or CaMV). Naturally existing corn could never obtain the genes of a virus or a bacteria, just as a cat could never have the genes of a fish. Such breeding is unnatural.
- 33. The virus and bacteria genes were added to the corn in Puffins Products so that other foreign genes would be activated. The source of these other genes is still being ascertained, and may come from bacteria, viruses, insects, or animals. In the past, corn has been engineered with mouse genes, jellyfish genes, hepatitis virus genes, rabies virus genes, chicken genes, and even human genes. *See, e.g.*, USDA APHIS Permit Nos. 98-117-01r (corn genetically engineered to express human hemoglobin protein chains); 98-117-02r (human procollagen type chain protein); 98-117-03r (human serum albumin protein); 98-117-04r (rabies virus G glycoprotein); Nat. Biotech. 18: 670-674 (chicken gene). Reasonable consumers would agree that such genetically modified "corn" is unnatural. For example, scientists have

genetically engineered corn with jellyfish genes so the corn would glow in the dark. Reasonable consumers would believe that glow-in-the-dark corn is not natural corn but is artificial or manmade corn.

- 34. The genetically modified corn is fundamentally different from naturally existing corn. Inserting the foreign genes will alter even the original genes, just as inserting a new letter can alter the meaning of a word. The foreign genes will reduce or increase the natural corn gene's function, and sometimes blocking its expression altogether. These unexpected consequences can yield alterations in the nutritional content of the food, toxic and allergenic effects, poor crop performance, and generations of environmental damage.
- 35. These artificial, manmade plants are also "synthetic" under federal definition, as they were "formulated or manufactured by a chemical process or by a process that chemically changes a substance." 7 C.F.R. § 205.2.
- 36. In accordance with expert definitions and common sense, reasonable consumers understand that such genetically modified ingredients are *not* natural.
 - 37. Puffins also contains one or more of the below synthyetic or artificial substances:

NutraFlora. Defendant falsely describes NutraFlora® as "natural dietary fiber." According to the manufacturer of NutraFlora, it is a combination of 1-ketose (1-kestotriose; GF2), nystose (1,1-kestotetraose; GF3), and 1F-B-fructofuranosyl-nystose (1,1,1-kestopentaose; GF4). NutraFlora is manufactured by producing B-fructofuranosidase, combining it with sucrose, and processing it with synthetic and hazardous compounds such as hydrochloric acid and/or sodium hydroxide. 7 C.F.R. § 205.605; 40 C.F.R. § 116.4. Thus, the National Organic Standards Board concluded that NutraFlora is "formulated or manufactured by a chemical process" that "chemically changes" the substance, and the substance is not created by "naturally

occurring biological processes."

Annatto. Annatto is an "artificial color" or "artificial coloring." 21 C.F.R. § 101.22(a)(4). Under federal regulation, annatto extract is prepared from annatto seed using one or more food-grade extractants: alkaline aqueous solution, alkaline propylene glycol, ethyl alcohol or alkaline solutions thereof, edible vegetable oils or fats, mono- and diglycerides from the glycerolysis of edible vegetable oils or fats. The alkaline alcohol or aqueous extracts may be treated with food-grade acids to precipitate annatto pigments, which are separated from the liquid and dried, with or without intermediate recrystallization, using the solvents acetone, ethylene dichloride, hexane, isopropyl alcohol, methyl alcohol, methylene chloride, and/or trichloroethylene. Food-grade alkalis or carbonates may be added to adjust alkalinity. 21 C.F.R. § 73.30.

Calcium carbonate. Calcium carbonate requires production processes that render it no longer "natural." It is produced from calcium hydroxide, calcium chloride, or as a byproduct in the lime soda process. 21 C.F.R. § 184.1191. Federal regulations recognize calcium hydroxide as a synthetic compound, 7 C.F.R. § 205.605(b), and the FDA has declared that calcium chloride renders a food no longer "natural." FDA Warning letter to Karl A. Hirzel, Hirzel Canning Co. (Aug. 29, 2001). The lime soda process employs hazardous and synthetic substances and requires processing techniques so excessive so as to render the finished product unnatural. See infra (discussion of calcium chloride). In fact, the Environmental Protection Agency ("EPA") has promulgated regulations specifically addressing the environmental impact of calcium carbonate produced through the lime process and by recovery from Solvay waste products. 40 C.F.R. § 415.300 et seq. When used in drugs, it is recognized as a synthetic compound. 21 C.F.R. § 73.1070(a)(1).

Ferric orthophosphate. Ferric orthophosphate is also synthetic, produced by reacting sodium phosphate (a synthetic substance) with ferric chloride or ferric citrate. 21 C.F.R. §184.1301; 7 C.F.R. § 205.605(b).

Tocopherols. Defendant falsely represents that some of the products contain "Natural Vitamin E (mixed tocopherols to maintain freshness)." In fact, tocopherols are not natural, but are chemical preservatives and synthetic substances. 7 C.F.R. § 205.605(b) (synthetic); 21 C.F.R. § 182.3890 (chemical preservatives). They are produced by molecular distillation, solvent extraction, or absorption chromatography. The ingredient is not natural, but synthetic.

Moreover, these tocopherol substances are not vitamin E, have a different molecular structure from vitamin E, and are synthetic substances, not a natural vitamin. As the following graphics demonstrate, D-alpha tocopherol acetate ($C_{31}H_{52}O_3$):

is chemically and molecularly distinct from Vitamin E ($C_{29}H_{50}O_2$):

Retinyl palmitate. Defendant adds vitamin A to some of its foods as retinyl palmitate, which "is prepared by esterifying retinol with palmitic acid." 21 C.F.R. § 184.1930(a)(3). It is a synthetic substance. 21 CFR § 205.605(b). Moreover, retinyl palmitate is not vitamin A, as Defendant claims. As the graphics below demonstrate, retinyl palmitate, C₃₆H₆₀O₂:

is chemically different from the natural vitamin A existing in foods, retinol, C₂₀H₃₀O:

CLASS ACTION COMPLAINT

Ascorbic acid. Ascorbic acid is a federally-declared synthetic substance and a chemical preservative. 7 C.F.R. § 205.605(b) (synthetic); U.S. International Trade Commission, Synthetic Organic Chemical Index, USTIC Pub. 2933 (Nov. 1995) (synthetic); 21 C.F.R. § 182.3013 (chemical preservative). While the precise production methodology employed by Defendant is not yet known, the classical Reichstein-Grussner method of synthesis starts with reduction of D-glucose to D-sorbitol by hydrogenation over a nickel catalyst. The sorbitol is partially oxidized by protecting four of the hydroxyl groups with acetone (synthetic) and sulfuric acid (synthetic), and then chemical oxidization to carboxylic acid. Acid hydrolysis finally yields the ascorbic acid.

Ascorbic acid does not have the same positive health benefits as natural vitamin C. For example, natural vitamin C is associated with a lower risk of most types of cancer. Yet evidence from most randomized clinical trials suggests that vitamin C supplementation does not affect cancer risk.

Vitamin D3. Defendant adds "vitamin D3" to some of the products. Vitamin D is a synthetic compound. See 7 C.F.R. § 205.605(b). To be added to foods, it is produced by ultraviolet irradiation of ergosterol isolated from yeast and related fungi and is purified by crystallization, by ultraviolet irradiation of 7-dehydrocholesterol produced from cholesterol, and/or by concentrating irradiated ergosterol and irradiated 7-dehydrocholesterol, which themselves are separated from the reacting materials of the prior two methodologies. 21 C.F.R. § 184.1950(a).

38. Other ingredients in Puffins are derived from natural sources, but undergo such extensive processing that they can no longer be considered to be "natural." For example, dehydrated cane juice requires extensive processing to extract cane syrup from the sugar cane,

including the use of synthetic compounds such as phosphoric acid and calcium hydroxide, both synthetic substances. *See* 7 C.F.R. § 205.605. Moreover, Defendant misleadingly represents that the ingredient is "cane juice" or a derivate thereof, when in fact, "cane juice" is not a juice at all, but a sugar or a syrup. Thus, the FDA has declared that such "cane juice" representations to be misleading. FDA Guidance for Industry: Ingredients Declared as Evaporated Cane Juice; Draft Guidance, October 2009.

- 39. Despite knowing that GMOs are not natural, that synthetic ingredients are not natural, and that its Products contain synthetic ingredients and GMOs, Defendant has engaged in a widespread marketing and advertising campaign to portray the Products as being "All Natural Since 1971" and/or "100% natural." Defendant engaged in this misleading and deceptive campaign to charge a premium and take away market share from other similar products.
- 40. Research shows that products purported to be "natural," such as Puffins, are often priced higher than equivalent organic products, suggesting that companies, including Defendant, are taking advantage of consumer confusion between certified organic labels and the natural label, knowing that some consumers value "natural" over even organic products. See Cornucopia Cereal Report. For example, a consumer can purchase organically grown corn puffs, such as Nature's Path unsweetened organic corn puffs, for approximately 40 cents per ounce, while the consumer must pay a premium price of nearly 60 cents per ounce for genetically engineered corn puffs of Puffins cereal at approximately \$5.59 for a 10-ounce box.

Compare http://www.organicdirect.com/natures-path-organic-corn-puffs-cereal-p-28648.html, with http://www.organicdirect.com/barbaras-bakery-original-puffins-1210-oz-p-28450.html (last visited Sept. 12, 2012).

41. As stated herein, the widespread marketing campaign portraying the Products as

being "All Natural Since 1971" and/or "100% natural" is misleading and deceptive to consumers and their children because the Products are made with synthetic ingredients and unnatural GMO corn (which has been verified by research studies and independent testing), and Defendant's marketing and other materials do not disclose this fact.

- 42. Consumers frequently rely on food label representations and information in making purchase decisions. Here, Plaintiff and the other Class members reasonably relied to their detriment on Defendant's misleading representations and omissions. Defendant's misleading affirmative statements about the "naturalness" of its Products obscured the material facts that Defendant failed to disclose about the unnaturalness of its Products.
- 43. Plaintiff and the other Class members were among the intended recipients of Defendant's deceptive representations and omissions. Defendant made the deceptive representations and omissions on the Products with the intent to induce Plaintiff's and the other Class members' purchase of the Products. Defendant's deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions. Thus, Plaintiff's and the other Class members' reliance upon Defendant's misleading and deceptive representations and omissions may be presumed.
- 44. The materiality of those representations and omissions also establishes causation between Defendant's conduct and the injuries sustained by Plaintiff and the Class.
- 45. Defendant's false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled Plaintiff and the other Class members.

- 46. In making the false, misleading, and deceptive representations and omissions, Defendant knew and intended that consumers would pay a premium for "natural" products over comparable products that are not "natural," furthering Defendant's private interest of increasing sales for its Products and decreasing the sales of products that are truthfully offered as "natural" by Defendant's competitors.
- 47. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiff and the other Class members in that they:
 - paid a sum of money for Products that were not as represented;
 - paid a premium price for Products that were not as represented;
 - were deprived the benefit of the bargain because the Products they purchased were different than what Defendant warranted;
 - were deprived the benefit of the bargain because the Products they purchased had less value than what was represented by Defendant;
 - did not receive Products that measured up to their expectations as created by Defendant;
 - ingested Products that were other than what was represented by Defendant;
 - ingested Products that Plaintiff and the other members of the Class did not expect or consent to;
 - ingested Products that were artificial, synthetic, or otherwise unnatural;
 - ingested Products that were of a lower quality than what Defendant promised;
 - were denied the benefit of knowing what they ingested;
 - were denied the benefit of truthful food labels;
 - were forced unwittingly to support an industry that contributes to environmental, ecological, and/or health damage;
 - were denied the benefit of supporting an industry that sells natural foods and contributes to environmental sustainability; and

- were denied the benefit of the beneficial properties of the natural foods promised.
- 48. Had Defendant not made the false, misleading, and deceptive representations and omissions, Plaintiff and the other Class members would not have been injured. Among other things, they would not have been denied the benefit of the bargain; they would not have ingested a substance that they did not expect or consent to; they would not have been forced unwittingly to support an industry that contributes to environmental damage; and they would not have suffered the other injuries listed above. Accordingly, Plaintiff and the other Class members have suffered injury in fact as a result of Defendant's wrongful conduct
- 49. Plaintiff and the other Class members all paid money for the Products. However, Plaintiff and the other Class members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions. Plaintiff and the other Class members purchased, purchased more of, or paid more for, the Products than they would have had they known the truth about the Products' unnaturalness. Accordingly, Plaintiff and the other Class members have suffered injury in fact and lost money or property as a result of Defendant's wrongful conduct.

CLASS ALLEGATIONS

- 50. Plaintiff Erin Silber brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a nationwide class of persons who purchased Defendant's Products during the Class Period (the "Class").
- 51. Additionally, Plaintiff Erin Silber brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a sub-class all persons in New York who purchased Defendant's Products during the Class Period (the "New York Sub-Class").
- 52. Excluded from the Class are officers and directors of Defendant, members of the immediate families of the officers and directors of Defendant, Defendant's legal representatives, heirs, successors, or assigns, and any entity in which they have or have had a controlling interest.

- 53. Plaintiff reserves the right to revise the Class definitions based on facts learned in the course of litigating this matter.
- 54. At this time, Plaintiff does not know the exact number of the Class or the New York Sub-Class members; however, given the nature of the claims and the number of retail stores selling Defendant's Products nationally, Plaintiff believes that members are so numerous that joinder of all of them is impracticable.
- 55. There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of the Class that predominate over questions that may affect individual Class members include:
 - a. Whether Defendant labeled, marketed, advertised, and/or sold the Products to Plaintiff and the other Class members using false, misleading, and/or deceptive statements or representations, including statements or representations concerning the quality of the ingredients of its Products;
 - b. Whether Defendant omitted and/or misrepresented material facts in connection with the sales of its Products:
 - c. Whether Defendant participated in and pursued the common course of conduct complained of herein; and
 - d. Whether Defendant's labeling, marketing, advertising, and/or selling of its Products as being "All Natural Since 1971" and/or "100% natural" constitutes a deceptive consumer sales practice.
- 56. Plaintiff's claims are typical of those of the Class members because Plaintiff, like all members of the Class, purchased Defendant's Products at a premium in a typical consumer setting and sustained damages from Defendant's wrongful conduct.

- 57. Plaintiff's claims are typical of those of the New York Sub-Class members because Plaintiff, like all members of the New York Sub-Class, purchased Defendant's Products at a premium in a typical consumer setting within the state of New York and sustained damages from Defendant's wrongful conduct.
- 58. Plaintiff will adequately protect the interests of the Class members. Plaintiff has retained counsel that is experienced in litigating complex class actions. Neither Plaintiff nor her counsel have any interests adverse to those of the other Class members.
- 59. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.
- 60. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Rule 23(b)(2) are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.
- 61. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another might not. Additionally, individual actions may be dispositive of the interests of all members of the Class, although certain Class members are not parties to such actions.
- 62. Defendant's conduct is generally applicable to the Class as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendant's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of the Massachusetts General Laws chapter 93A, §§ 2 and 9)

- 63. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 64. Chapter 93A, section 2 of the Massachusetts General Laws (M.G.L.) provides that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Chapter 93A, section 9 of the M.G.L. permits any consumer injured by a violation of M.G.L. ch. 93A, § 2 to bring a civil action, including a class action, for damages and injunctive relief.
- 65. In violation of M.G.L. ch. 93A, § 2, Defendant engaged in false and misleading marketing concerning the qualities of its Products.
- 66. As fully alleged above, by advertising, marketing, distribution, and/or selling the Products to Plaintiff and other members of the Class, Defendant engaged in and continues to engage in deceptive acts and practices.
- 67. Defendant's practices also violate M.G.L. ch. 106, §§ 2-313 (Express Warranty), 2-314 (Implied Warranty of Merchantability), and 2-315 (Implied Warranty of Fitness for a Particular Purpose) and, as such, are unfair in violation of M.G.L. ch. 93A, § 2.
- 68. Plaintiff and the other members of the Class further seek to enjoin such unlawful deceptive acts and practices as described above. Each of the Class members will be irreparably harmed unless the unlawful actions of Defendant are enjoined in that Defendant will continue to falsely and misleadingly advertise the healthy nature of its Products. Towards that end, Plaintiff and the Class request an order granting them injunctive relief as follows: order disclosures

and/or disclaimers on the labeling or advertising of Defendant's Products and/or remove the GMOs from the ingredients.

- 69. Absent injunctive relief, Defendant will continue to manufacture and sell its Products as an "All Natural" and/or "100% natural" food product to the detriment of consumers.
- 70. In this regard, Defendant has violated, and continues to violate, M.G.L. ch. 93A, § 2. As a direct and proximate result of Defendant's violation of M.G.L. ch. 93A, § 2 as described above, Plaintiff and the other members of the Class have suffered damages in an amount to be determined at trial.
- 71. On September 21, 2012, Plaintiff, through her counsel, provided a draft copy of this Complaint along with a letter to provide Defendant with notice of the claims and allegations asserted herein. Defendant responded to the letter through counsel, in a letter dated October 19, 2012, and declined to "tender a response to [Plaintiff's] demand for an offer of settlement."
 - 72. Therefore, Plaintiff prays for relief as set forth below.

SECOND CAUSE OF ACTION

(Breach of Express Warranties under M.G.L. ch. 106, § 2-313)

- 73. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 74. Defendant provided Plaintiff and the other members of the Class with written express warranties, including, but not limited to, warranties that its Products were "All Natural Since 1971" and/or "100% natural," as set forth above.
- 75. Defendant breached these warranties by providing Products that contained synthetic ingredients and unnatural GMO corn and did not otherwise conform to Defendant's warranties.

76. This breach resulted in damages to Plaintiff and the other members of the Class who bought Products but did not receive the goods as warranted, in that the Products were not natural because they contained GMOs and other unnatural ingredients.

77. As a proximate result of Defendant's breach of warranties, Plaintiff and the other Class members have suffered damages in an amount to be determined by the Court and/or jury in that, among other things, they purchased and paid for Products that did not conform to what was promised as promoted, marketed, advertised, packaged, and labeled by Defendant and they were deprived of the benefit of their bargain and spent money on Products that did not have any value or had less value than warranted or Products that they would not have purchased and used had they known the true facts about them.

78. Therefore, Plaintiff prays for relief as set forth below.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability under M.G.L. ch. 106, § 2-314)

- 79. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 80. Plaintiff and the other Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales, Defendant impliedly warranted that its Products would be merchantable and fit for the ordinary purposes for which such goods are used and would conform to the promises or affirmations of fact made in the Products' promotions, marketing, advertising, packaging, and labels. In doing so, Plaintiff and the other Class members relied on Defendant's representations that the Products had particular characteristics, as set forth above, and, at or about that time, Defendant sold the Products to Plaintiff and the other Class members.

By its representations regarding the reputable nature of the company and its products and by its promotion, marketing, advertising, packaging, and labeling of the Products, Defendant warranted that the Products were "All Natural Since 1971" and/or "100% natural" and had particular characteristics, as set forth above. Plaintiff and the other Class members bought the Products relying on Defendant's representations that its Products were "All Natural Since 1971" and/or "100% natural" when, in fact and unbeknownst to Plaintiff and the other Class members, the corn in the Products was not all natural because it contained GMO corn, and the Products contained other synthetic ingredients.

- 81. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other Class members did not receive goods that were "All Natural Since 1971" and "100% natural" as represented and, thus, the goods were not merchantable as fit for the ordinary purposes for which such goods are used or as promoted, marketed, advertised, packaged, labeled, or sold.
- 82. As a proximate result of this breach of warranty by Defendant, Plaintiff and the other Class members have suffered damages in an amount to be determined by the Court and/or jury in that, among other things, they purchased and paid for Products that did not conform to what was promised as promoted, marketed, advertised, packaged, and labeled by Defendant and they were deprived of the benefit of their bargain and spent money on Products that did not have any value or had less value than warranted or Products they would not have purchased and used had they known the true facts about them.
 - 83. Therefore, Plaintiff prays for relief as set forth below.

FOURTH CAUSE OF ACTION

(Breach of Implied Warrant of Fitness for Particular Purpose

under M.G.L. ch. 106, § 2-315)

- 84. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 85. Plaintiff and the other Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales and by Defendant's promotion, marketing, advertising, packaging, and labeling, Defendant impliedly warranted that its Products were "All Natural Since 1971" and/or "100% natural." Plaintiff and the other Class members bought the Products from Defendant relying on Defendant's skill and judgment in furnishing suitable goods as well as its representation that its Products were "All Natural Since 1971" and/or "100% natural." However, Defendant's Products were not "All Natural Since 1971" or "100% natural" in that they contained umnatural GMO corn and other synthetic ingredients.
- 86. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other Class members did not receive Products that were "All Natural Since 1971" and/or "100% natural" as represented, and, thus, the goods were not fit for the purpose as promoted, marketed, advertised, packaged, labeled, or sold.
- 87. As a result of this breach of warranty by Defendant, Plaintiff and the other Class members have suffered damages in an amount to be determined by the Court and/or jury in that, among other things, they purchased and paid for Products that did not conform to what was promised as promoted, marketed, advertised, packaged, and labeled by Defendant and they were deprived of the benefit of their bargain and spent money on Products that did not have any value

or had less value than warranted or Products they would not have purchased and used had they known the true facts about them.

88. Therefore, Plaintiff prays for relief as set forth below.

FIFTH CAUSE OF ACTION

(Fraud, Deceit, and/or Misrepresentation under Massachusetts Common Law)

- 89. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 90. Defendant, through its promotion, marketing, advertising, packaging, and labeling of the Products, makes uniform representations and offers regarding the quality of the Products, as described above. Defendant engaged in, and continues to engage in, such fraudulent, misrepresentative, false, and/or deceptive acts with full knowledge that such acts were, and are, in fact, misrepresentative, false, or deceptive.
- 91. The aforementioned misrepresentations, deceptive, and/or false acts and omissions concern material facts that are essential to the analysis undertaken by Plaintiff and the other Class members in deciding whether to purchase Defendant's Products.
- 92. Plaintiff and the other Class members would have acted differently had they not been misled -i.e., they would not have paid a premium price for the Products and/or they would not have purchased the Products had they known the truth about the unnatural ingredients in the Products.
- 93. Defendant has a duty to correct the misinformation it disseminates through its advertising of the Products. By not informing Plaintiff and the other Class members, Defendant breached this duty. Defendant also gained financially from, and as a result of, this breach. Moreover, Defendant has a duty to disclose the omitted facts because Defendant was in

possession of knowledge about the identity, formulation, and production of the Products and of their ingredients, and this information is not reasonably available to consumers.

- 94. By and through such deceit, misrepresentations, and/or omissions, Defendant intended to induce Plaintiff and the other Class members to alter their position to their detriment.
- 95. Plaintiff and the other Class members justifiably and reasonably relied on Defendant's misrepresentations and, as a result, were damaged by Defendant.
- 96. As a direct and proximate result of Defendant's deceit and/or misrepresentations, Plaintiff and the other Class members have suffered damages in an amount equal to the amount they paid or the premium they paid for Defendant's Products. The exact amount will be proven at trial.
- 97. Defendant acted with intent to defraud, or with reckless or negligent disregard of the rights of Plaintiff and the other Class members.
- 98. Plaintiff and the other Class members are entitled to punitive damages due to Defendant's willful fraud and deceit.
 - 99. Therefore, Plaintiff prays for relief as set forth below.

SIXTH CAUSE OF ACTION

(Unjust Enrichment under Massachusetts Common Law)

- 100. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 101. As a result of Defendant's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of the Products, Defendant was enriched, at the expense of Plaintiff and the other Class members through the payment of the purchase price for Defendant's Products.

102. Under the circumstances, it would be against equity and good conscience to permit Defendant to retain the ill-gotten benefits that it received from Plaintiff and the other Class members in light of the fact that the Products purchased by Plaintiff and the other Class members were not what Defendant purported them to be. Thus, it would be unjust or inequitable for Defendant to retain the benefit without restitution to Plaintiff and the other Class members for the monies paid to Defendant for such Products.

103. Therefore, Plaintiff prays for relief as set forth below.

SEVENTH CAUSE OF ACTION

(Violation of the New York General Business Law § 349)

(New York Sub-Class Only)

- 104. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 105. Defendant engaged in false and misleading marketing concerning the qualities of its Products.
- 106. As fully alleged above, by advertising, marketing, distribution, and/or selling the Products to Plaintiff and other members of the New York Sub-Class, Defendant engaged in and continues to engage in deceptive acts and practices.
- 107. Plaintiff and the other members of the New York Sub-Class further seek to enjoin such unlawful deceptive acts and practices as described above. Each of the New York Sub-Class members will be irreparably harmed unless the unlawful actions of the Defendant are enjoined in that Defendant will continue to falsely and misleadingly advertise the healthy nature of its Products. Towards that end, Plaintiff and the New York Sub-Class request an order granting them injunctive relief as follows: order disclosures and/or disclaimers on the labeling or

advertising of the Defendant's Products and/or remove the GMOs from the ingredients.

- 108. Absent injunctive relief, Defendant will continue to manufacture and sell its Products as an "All Natural" and/or "100% natural" food product to the detriment of consumers.
- 109. In this regard, Defendant has violated, and continues to violate, section 349 of the New York General Business Law (GBL), which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant's violation of GBL § 349 as described above, Plaintiff and the other members of the New York Sub-Class have suffered damages in an amount to be determined at trial.
 - 110. Therefore, Plaintiff prays for relief as set forth below.

EIGHTH CAUSE OF ACTION

(Breach of Express Warranties under New York Common Law)

(New York Sub-Class Only)

- 111. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 112. Defendant provided Plaintiff and other members of the New York Sub-Class with written express warranties, including, but not limited to, warranties that its Products were "All Natural Since 1971" and/or "100% natural," as set forth above.
- 113. Defendant breached these warranties by providing Products that contained synthetic ingredients and unnatural GMO corn and did not otherwise conform to Defendant's warranties.
- 114. This breach resulted in damages to Plaintiff and the other members of the New York Sub-Class who bought Defendant's Products but did not receive the goods as warranted in that the Products were not natural because they contained GMOs and other unnatural ingredients.

New York Sub-Class members have suffered damages in an amount to be determined by the Court and/or jury in that, among other things, they purchased and paid for Products that did not conform to what was promised as promoted, marketed, advertised, packaged, and labeled by Defendant and they were deprived of the benefit of their bargain and spent money on Products that did not have any value or had less value than warranted or Products that they would not have purchased and used had they known the true facts about them.

116. Therefore, Plaintiff prays for relief as set forth below.

NINTH CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability under New York Common Law)

(New York Sub-Class Only)

- 117. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales, Defendant impliedly warranted that its Products would be merchantable and fit for the ordinary purposes for which such goods are used and would conform to the promises or affirmations of fact made in the Products' promotions, marketing, advertising, packaging, and labels. In doing so, Plaintiff and the other New York Sub-Class members relied on Defendant's representations that the Products had particular characteristics, as set forth above, and, at or about that time, Defendant sold the Products to Plaintiff and the other New York Sub-Class members. By its representations regarding the reputable nature of the company and its products and by its promotion, marketing,

advertising, packaging, and labeling of the Products, Defendant warranted that the Products were "All Natural Since 1971" and/or "100% natural" and had particular characteristics, as set forth above. Plaintiff and the other New York Sub-Class members bought the Products relying on Defendant's representations that its Products were "All Natural Since 1971" and/or "100% natural" when, in fact and unbeknownst to Plaintiff and the other New York Sub-Class members, the corn in the Products was not all natural because it contained GMO corn, and the Products contained other synthetic ingredients.

- 119. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other New York Sub-Class members did not receive goods that were "All Natural Since 1971" and "100% natural" as represented and, thus, the goods were not merchantable as fit for the ordinary purposes for which such goods are used or as promoted, marketed, advertised, packaged, labeled, or sold.
- 120. As a proximate result of this breach of warranty by Defendant, Plaintiff and the other New York Sub-Class members have suffered damages in an amount to be determined by the Court and/or jury in that, among other things, they purchased and paid for Products that did not conform to what was promised as promoted, marketed, advertised, packaged, and labeled by Defendant and they were deprived of the benefit of their bargain and spent money on Products that did not have any value or had less value than warranted or Products they would not have purchased and used had they known the true facts about them.
 - 121. Therefore, Plaintiff prays for relief as set forth below.

TENTH CAUSE OF ACTION

(Breach of Implied Warrant of Fitness for Particular Purpose

under New York Common Law)

(New York Sub-Class Only)

- 122. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 123. Plaintiff and the other New York Sub-Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales and by Defendant's promotion, marketing, advertising, packaging, and labeling, Defendant impliedly warranted that its Products were "All Natural Since 1971" and/or "100% natural." Plaintiff and the other New York Sub-Class members bought the Products from Defendant relying on Defendant's skill and judgment in furnishing suitable goods as well as its representation that its Products were "All Natural Since 1971" and/or "100% natural." However, Defendant's Products were not "All Natural Since 1971" or "100% natural" in that they contained *un*natural GMO corn and other synthetic ingredients.
- 124. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other New York Sub-Class members did not receive Products that were "All Natural Since 1971" and/or "100% natural" as represented, and, thus, the goods were not fit for the purpose as promoted, marketed, advertised, packaged, labeled, or sold.
- 125. As a result of this breach of warrant by Defendant, Plaintiff and the other New York Sub-Class members have suffered damages in an amount to be determined by the Court and/or jury in that, among other things, they purchased and paid for Products that did not

conform to what was promised as promoted, marketed, advertised, packaged, and labeled by Defendant and they were deprived of the benefit of their bargain and spent money on Products that did not have any value or had less value than warranted or Products they would not have purchased and used had they known the true facts about them.

126. Therefore, Plaintiff prays for relief as set forth below.

ELEVENTH CAUSE OF ACTION

(Fraud, Deceit, and/or Misrepresentation under New York Common Law)

(New York Sub-Class Only)

- 127. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.
- 128. Defendant, through its promotion, marketing, advertising, packaging, and labeling of the Products, makes uniform representations and offers regarding the quality of the Products, as described above. Defendant engaged in, and continues to engage in, such fraudulent, misrepresentative, false, and/or deceptive acts with full knowledge that such acts were, and are, in fact, misrepresentative, false, or deceptive.
- 129. The aforementioned misrepresentations, deceptive, and/or false acts and omissions concern material facts that are essential to the analysis undertaken by Plaintiff and the other New York Sub-Class members in deciding whether to purchase Defendant's Products.
- 130. Plaintiff and the other New York Sub-Class members would have acted differently had they not been misled -i.e., they would not have paid a premium price for the Products and/or they would not have purchased the Products had they known the truth about the unnatural ingredients in the Products.
 - 131. Defendant has a duty to correct the misinformation it disseminates through its

advertising of the Products. By not informing Plaintiff and the other New York Sub-Class members, Defendant breached this duty. Defendant also gained financially from, and as a result of, this breach. Moreover, Defendant has a duty to disclose the omitted facts because Defendant was in possession of knowledge about the identity, formulation, and production of the Products and of their ingredients, and this information is not reasonably available to consumers.

- 132. By and through such deceit, misrepresentations, and/or omissions, Defendant intended to induce Plaintiff and the other New York Sub-Class members to alter their position to their detriment.
- 133. Plaintiff and the other New York Sub-Class members justifiably and reasonably relied on Defendant's misrepresentations and, as a result, were damaged by Defendant.
- 134. As a direct and proximate result of Defendant's deceit and/or misrepresentations, Plaintiff and the other New York Sub-Class members have suffered damages in an amount equal to the amount they paid or the premium they paid for Defendant's Products. The exact amount will be proven at trial.
- 135. Defendant acted with intent to defraud, or with reckless or negligent disregard of the rights of, Plaintiff and the other New York Sub-Class members.
- 136. Plaintiff and the other New York Sub-Class members are entitled to punitive damages due to Defendant's willful fraud and deceit.
 - 137. Therefore, Plaintiff prays for relief as set forth below.

TWELTH CAUSE OF ACTION

(Unjust Enrichment under New York Common Law)

(New York Sub-Class Only)

138. Plaintiff realleges and incorporates the above paragraphs of this Class Action

Complaint as if set forth herein.

139. As a result of Defendant's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of the Products, Defendant was enriched, at the expense of Plaintiff and the other New York Sub-Class members through the payment of the purchase price for Defendant's Products.

140. Under the circumstances, it would be against equity and good conscience to permit Defendant to retain the ill-gotten benefits that it received from Plaintiff and the other New York Sub-Class members in light of the fact that the Products purchased by Plaintiff and the other New York Sub-Class members were not what Defendant purported them to be. Thus, it would be unjust or inequitable for Defendant to retain the benefit without restitution to Plaintiff and the other New York Sub-Class members for the monies paid to Defendant for such Products.

141. Therefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

THEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment against Defendant as follows:

- A. For an Order certifying the Class under Rule 23, naming Plaintiff Erin Silber as Class representative and designating her counsel as counsel for the Class;
- B. For an Order declaring that Defendant has committed the violations alleged herein;
- C. For declaratory and injunctive relief pursuant to, without limitation, chapter 93A, section 2 of the Massachusetts General Laws; or, in the alternative, for declaratory and injunctive relief pursuant to, without limitation, section 349 of the New York General Business Law;
- D. For an Order providing restitution, disgorgement, and all other forms of equitable monetary relief to Plaintiff and the other Class members;
- E. For an Order awarding compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;
 - F. For an Order awarding prejudgment interest on all amounts awarded;
- G. For an Order awarding Plaintiff and the other Class members their reasonable attorneys' fees and expenses and costs of suit; and
 - H. For such further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: November 5, 2012

By: REESE RICHMAN LLP

Kim E. Richman Michael R. Reese

875 Avenue of the Americas, 18th Floor

New York, New York 10001 Telephone: (212) 643-0500 Facsimile: (212) 253-4272

Email:

krichman@reeserichman.com

mreese@reeserichman.com

THE GOLAN FIRM

Yvette Golan 1919 Decatur St. Houston, Texas 77007

Telephone: (866) 298-4150, ext. 101

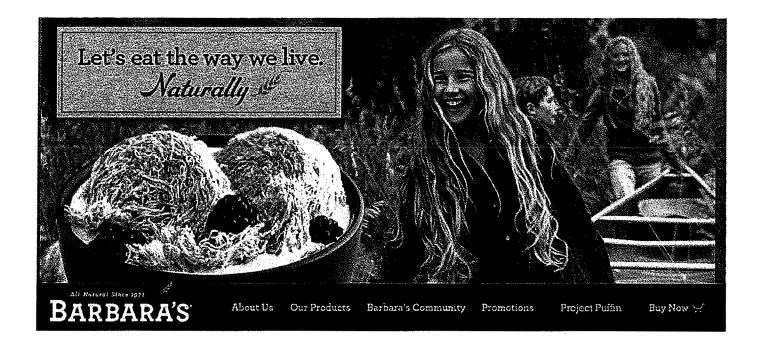
Facsimile: (928) 441-8250 Email: ygolan@tgfirm.com

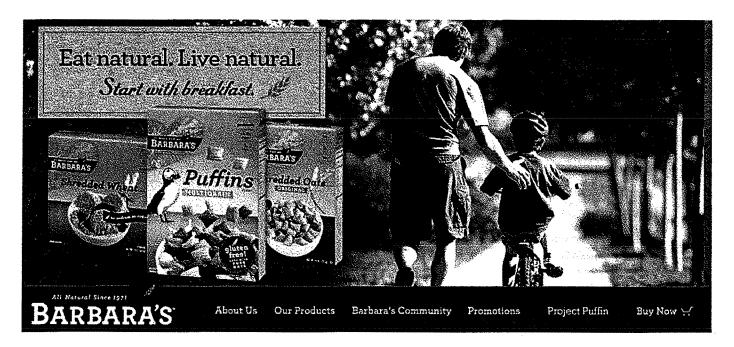
Counsel for Plaintiff and the Proposed Class

Silber v. Barbara's Bakery

Ex. 1-1

Barbara's Bakery Website, home page, as of October 26, 2012 http://www.barbarasbakery.com

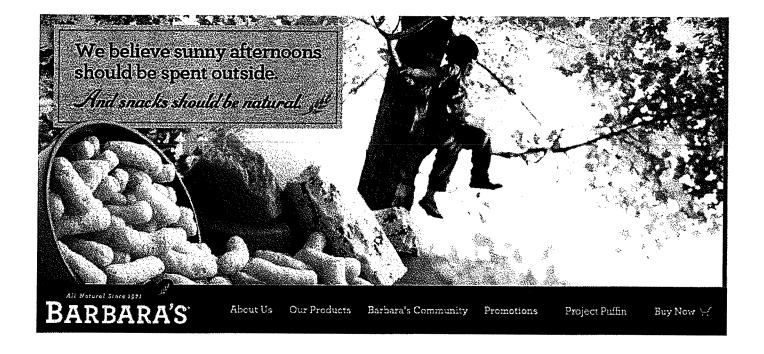




Silber v. Barbara's Bakery

Ex. 1-2

Barbara's Bakery Website, home page, as of October 26, 2012 http://www.barbarasbakery.com

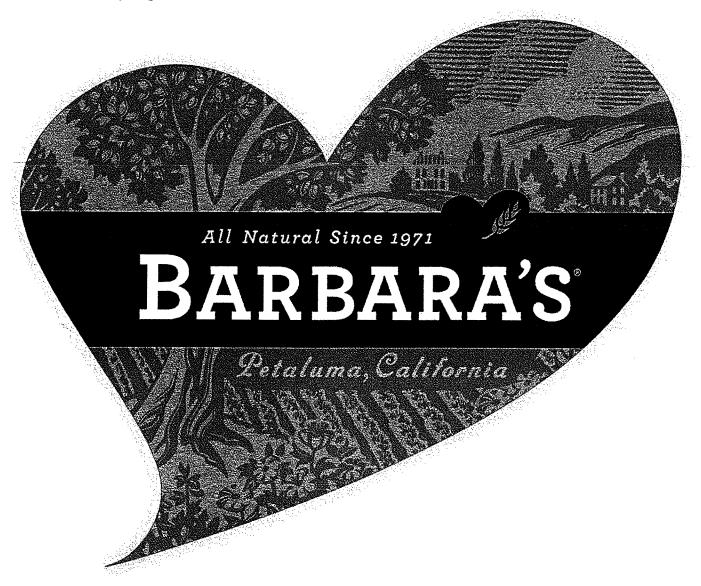




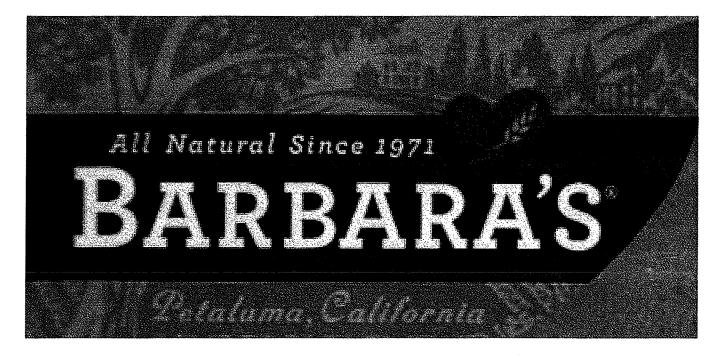
Silber v. Barbara's Bakery

Ex. 1-3

Barbara's Bakery Logo



Front-label of all Barbara's Bakery cereals



Silber v. Barbara's Bakery Back label Puffins Original

Ex. 2-2



Tasty Goodness for the Whole Family!

Wake uprova "YUM sinspiring Pullins crunch! Rich in liber and remarkable natural flavor, a powlfol will beaut your energy and bring on the smiles. With just 90 calories and 5 groms of sugar, Pullins area low fat stark to your day. We use any the linest natural ingredients — atways free of artificial preservatives or additives — because that's Barbara's way.

Puffins

ORIGINAL

Tousted, lights sweetened, crunchy perfections

healthy living, naturally

Make a Pulfins breakfast or snack part of saying "yes" to your healthy, active lifestyle. Good health habits are built with dedicated repetition, day after day_and bowl by bowl. Let Barbara's delictious natural foods help you create the healthy lifestyle you deserve.



Honest goodness. Give our other all natural products a try.

Project Puffin

Giving back to the community is a commitment

Barbara's made decades ago. When we created Puffins
cereals, we were inspired to collaborate with Project
Puffin and help world renowned ornithologist Dr.
Stephen Kress carry out an innovative seabird habitat
reatoration project off the coast of Maine. Puffins are
one of nature's most amazing seabirds: they fly under
water and live nine months at sea,
returning to land only to raise
their pufflings. Maine's decimated
puffin population has thrived with
Dr. Kress' unique vision, passion,
and helief in the positive impact
of human stewardship. You are

get involved by visiting BarbarasBakery.com or ProjectPuffin.org.

All Natural Since 1972

Silber v. Barbara's Bakery
Back label Puffins Peanut Butter

Ex. 2-3



Thie Best Things in Line are Namual

Marning at Barbara's finds us in the kitchen with big red bowls, murching on crunchy Peonut Butter Puffins. Each mouthful is a burst of real peanut butter and the best whole grain outs and corn. We happen to think our cereal is one incredibly delicious combo of great taste and natural nutrition. Plus, it's low in latinal always free of artificial flavors preservatives, and additives – because that's Barbara's way.

Puffins

inationalistica

Real peanuts
make a melt-in
your-mouth
sweet and
savory bite

healthy living, naturally

People, like puffin birds, are creatures of habit. Healthy human habits can be as simple as a walk with the dog or as intense as a rigorous hike. The challenge is to make a plan and stick with it. Keep the healthy habits that serve you (like Puffins for breakfast) and think about tossing those that don't.



Honest goodness, Give our other all natural products a try.

MEET BABS One of our adopted Puffins

Babs is a 34-year-old female puffin who came to Eastern Egg Rock, Maine on July II, 1977 with 98 other puffin chicks. Dr. Stephen Kross and Project Puffin transplanted het from Great Island, Newloundland to help reportulate the tiny island and restore it to its former nesting tolony. The original colony was nearly decimated by rumsas in the late 1800's

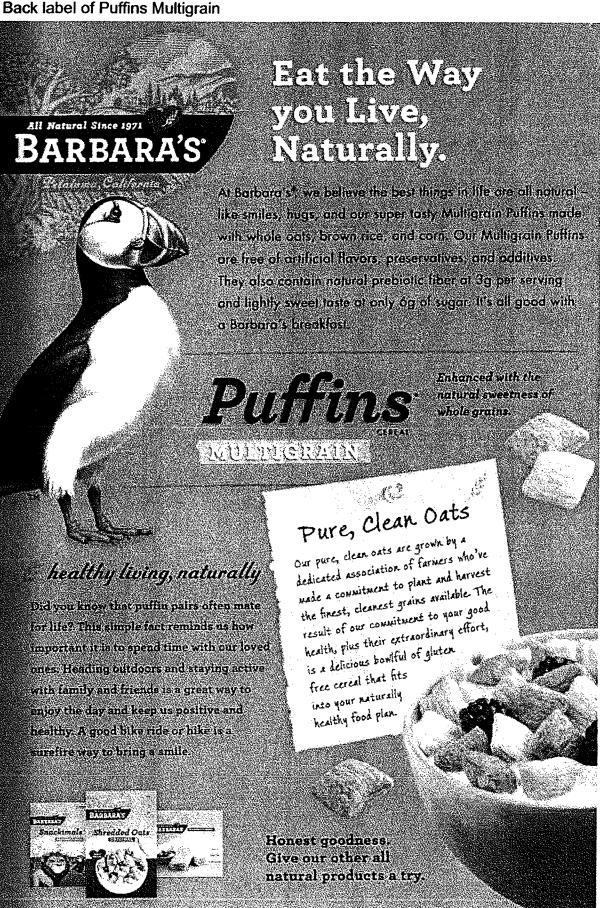
decimined by fundaming to
Bats has been returning to
Eastern Egg Rock year after
year for 34 years and has
hatched a total of 21 chicks.
Talk about a finely
feathered success story!

When we adopt a puffin, we help keep the colony growing. You can get involved too Learn more at BerbarasBakery.com or ProjectPuffin.org.



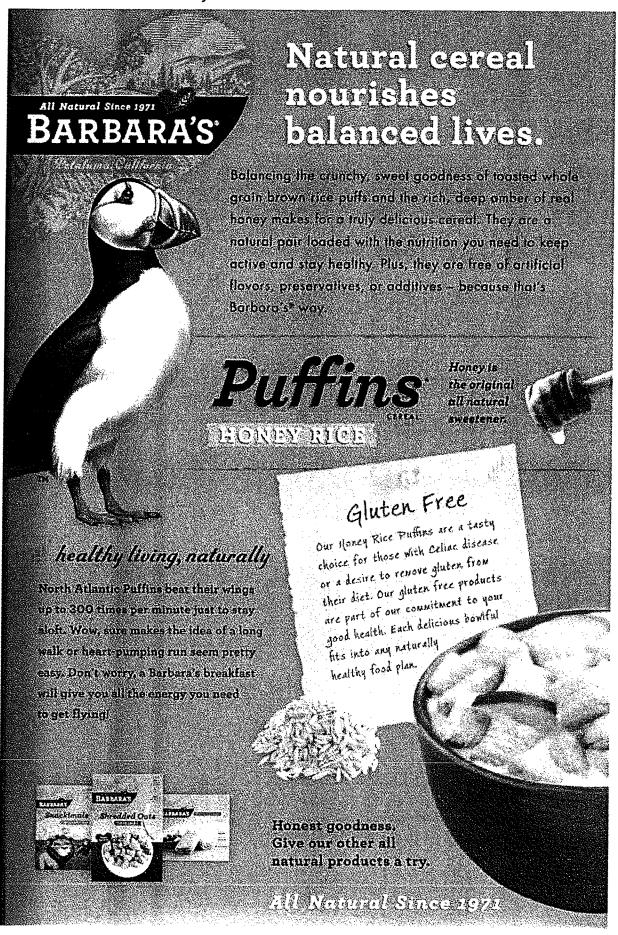
Silber v. Barbara's Bakery Back label of Puffins Multigrain

Ex. 2-4



Silber v. Barbara's Bakery
Back label of Puffins Honey Rice

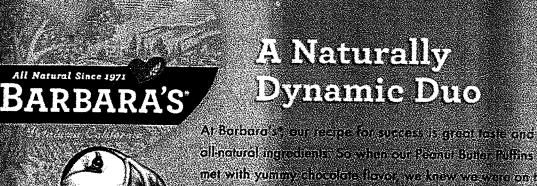
Ex. 2-5



Silber v. Barbara's Bakery

Back label of Puffins Peanut Butter & Chocolate

Ex. 2-6



all-natural ingredients. So when our Peanur Butter Puffins met with yummy chocolate flavor, we knew we were on to something great. Creamy peanur butter and rich chocolate flavor from real cocoa make a harmoniausly satisfying Puffins breaktast. Our commitment to products free of artificial flavors, preservatives, or additives makes this an'amazingly good coreal. That's Barbara's ways

Puffins

PEANUT BUTTER & CHOCOLATE

Peanut butter and chocolate taste with the crunchy bite of Puffins!

healthy living, naturally

In the late 19th century, the Atlantic puffin nearly vanished off the coast of Maine due to funding. Today they maintain a thriving, healthy community. We can learn a lot from the resilient puffin and make positive decisions to lead a long and prosperous life. Having a healthy, astural Barbara's breakfast is a good start.



Honest goodness. Give our other all natural products a try.

Peanut Butter, Meet Chocolate

Our Peanut Butter Puffins have always
been a popular cereal at Barbara's. It made
sense to improve upon perfection with
Peanut Butter & Chocolate Puffins. This
cereal can satisfy both our sweet and
savory cravings. And our all natural
ingredients make the inchulgence guilt
free. Go ahead and have a 2nd bowli



Silber v. Barbara's Bakery
Back label of Puffins Cinnamon

Ex. 2-7



Make Friends with All Natural Goodness.

Here at Barbara's, we think a breaktast of wholesome grains is like that invigorating feeling you get after taking a deep breath of fresh ast. That s why our high fiber. Cinnamon Puffins are absolute sweemess with only 6 grams of sugar and just 90 calonies per serving. There are never any artificial preservatives or additives in our cereals because ingi's barbara's way.

Pullins

CINNAMON

Wake up to comforting sweetness and a tounty arunch

healthy living, naturally

People, like puffin birds, are simply creatures of habit. Take the breakfast challenge: review your habits and make a commitment to toes out a not-so-healthy habit - just for today. Then, challenge yourself to do it again tomorrow. Good habits are built day by day, and bowl by bowl!



Honest goodness. Give our other all natural products a try.

Puffin Trivia Fun Facts About Our Favorite Seabird

- Puffins can live up to 20 years or more.
 The oldest known puffin lived to be 36,
- Female puffins lay only one egg per year and usually keep the same mate every season.
- Puffins can fly up to 55 miles per hour.
- When diving for food, a puffin can carry up to 20 fish in its beak.
- Puffins are usually 10 inches tall the height of a quart of milk.
- The majority of a Puffin's life is spent in the open ocean.



401 Nashiral Strice 1992



Managualn

ENBUARY PEAUGRES

Gluten Free

8g-Whole Grains per Serving is 16% of your Cally Whole Grain Needs

High in Caldium

Good Source of Fiber

Only 6a Sugar per Serving

Eccelent Source of Vitamin C. D.& Iron

Naturally Fat Free

Certana Pat per Serving

Low Sodium

No Artificial Flavors. Kaditives or Preservatives

Vegetarian

Kosber 🛈

giving back

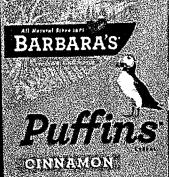
Cour cole. In this community is important to its that a sety #8 created fluthers for a frighter Painter for meanly 20 feets #8 have made it part of our galling to give hank fluthers to view have the proper nurvalue. You construct force to the force of the fluther in monte pathon to their fluthers needing ground oil the coast of Maine. To leave more years also have the past of Maine, to leave more years fluthers as the fluthers are fluthers.

We print this packaging on environmentally (rigidly post constituty earthograf stock See the bottom of this you to more details:





BarbarasBakery.com



DIETARY PEATURES

24% of your Daily Fiber Needs

Only 90 Calories
par Serving

Only 6g Sugar per Serving

Excellent Source of Antioxidant Vitamin C

I ow Fat

Og Trans Fat per Serving

No Artificial Flavors, Additives or Preservatives

Naturally Cholesterol Free

Vegetarian

Kosher (0)

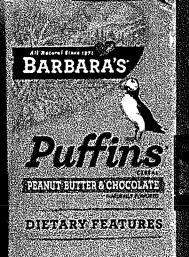
giving back

Our role in the community is important to us. ther's why see created Barbane for a Brighter future. For assariy 20 years we have made it part of our culture to give back through programs that support our values. Our work with Project Paffin has hisped to testors paffins to their historic resting ground off the coast of Maine. To learn trong wish Barbanas Bakery commit. Project Paffin org.

We print this packaging on environmentally friendly post consumer cordboard stock. See the bottom of this box for more details.



BarbarasBakery.com



Low Fat

Good Source of Fiber

Only 6g of Sugar per Serving

Good Source of Calcium, Iron & Vitamin D

No Artificial Finvors, Additives or Preservatives

Og Trans Fat per Serving

Vegetarian

giving back

Our role in the community is important to use that's willy we created Barbara's for a Brighter Future. For nearly 20 years we have anade it part of our culture to give back through programs that support our values. Our work with Project Puffin has helped to assore puffins to their backorte neeting ground off the coast of Maine. To learn more yielt Barbaras Bakery, com or Project Puffin.org.

We print this packaging on environmentally friendly post consumer cardboard stack. See the bostom of this bas for more details.



BarbarasBakery.com



TETOTORY STATES

STEPHEN PERTURES

Gluten Free

Made with Whole Grain Brown Sice

22g Whole Grains per Serving is 45% of your Daily Whole Grain Needs

Good Source of Calefum

Good Source of Fiber

GAN-Sa Sugas per Service

Low Fat & Low Sodium

Optimizate Day yer Serving

No A-Rifficial Flavors Evalutives of Preservatives

Naturally Glober et al Pres

Vegetarian

Kosher (Ü)

giving back

Our role in the continuative is important to use that a winty we promise from the following will be a followed by the following the following we have made it part of our sufficient of the back through promisers that support our values, Connection to Following the restriction of the following promise in the interest matter, promise of the coast of Marine, following the following following following the following following the following following the following following the following following following the following following the following follo

We gran this packaging on environmentally friendly post consumer cardboard stock. See the bottom of this box for many details.





BarbarasBakery.com





DIETARY FEATURES

Low Fat

Only 6g Sugar per Serving

No Artificial Flavors, Additives or Preservatives

Og Trans Fat per Serving

Naturally Cholesterol Free

Vegan

Kosher (U)

giving back

Our role in the community is important to us distributive creates Borbura's for a Righter Firmer. For searly 20 years see to give made it part of our culture to give sack framely programs that support our values. Our secret out Property Firms in the support put values. Our secret out Property Politics has incomitation seesting ground off the case of Mainta. To learn more visit Barbaras Rokery come of Project Pullin org.

We print this packaging on anyimamentally friendly peat consumer cardboard stock See the bottom of this box for more details



BarbarasBakery.com

BARBARA'S

Puffins

ORIGINAL

DIETARY PEATURES

20% of your Daily Fiber Needs

Excellent Source of Antioxidant Vitamin C

Only 5g Sugar

Low Fat

Gnly 90 Calories per Serving

Naturally Cholesterol Free

Og Trans Fat per Serving

No Artificial Flavors, Additives or Preservatives

Vegetarian

Kosher(Ū)

giving back

Our role in the continuity a important to its that's why we created Jackson's for a Brigher Funcer For secrity 25 years we have made it parvol our authors to tive back through programs that support our varies for years with Project Yuffin has induced to receive pulling to their beauty of Maine. To learn usors years of Maine, To learn usors yis Barbaras Bakery com or Project Pufficions.

We print this packaging on environmentally friendly post consumer cordboard stock See the bottom of this low for more details.



Barbaras Bakery.com

BIREES

PEANUT BUTTER & CHOCOLATE

All Naciral Since 1970

Nutrition Facts Serving Size 3/4 Cup (30g) Servings Per Container About 10

Corner Shire NEW nt Per Servino Colories 110 150 Calories from Fat 10 10 % Duilly Value! 2% Total Fat 10 2% Saturated Fat Og D. 0% Trans Fat Og Cholesterol Omo 0% 2%

Sodium 105mg 44% 6 Potassium 70mg Tatal Carbohydrate 24g 8% 10%

Dietary Filter 3g 12% 12% Soluble Fiber 1g Insoluble Fiber 2g

Sugars 6g **Protein** 2g

Vitamin A	0%	6 %
Vitamin C	0%	0%
Calcium	20%	35%
iron	15%	15%
Vitemin D	20%	30%

"Amount in ceres" is cup Vramin A & D.
Fortilled Skim Milk constitutie an additional
40 Calorino. Emp Cholesterol, String Sortius
210mg Pulsaram, 89 Total Catholhydrole
50 Surgars), 49 Protein.

Percont daily values are based on a 2 000 calolie dat. Your daily values may be higher fower denundates on your calcula hands

	Carones:	2,000	2.502
Toral Far	Loss Than	550	800
Box For	Less Than	200	250
Choleste of	Lact Than	337.00	200102
BOOKEN	Leus That	2.400mg	7,40000
Potromorn		3.500mg	150mg
Total Carpolys	1rate	300g	375a
Delay Fire	i	250	500
Calorina ow o	GIPP!	iteria america	estant (grantader)
Pat G	Currytrese	4 .	Propert a

Ingredients: Corn Meal, Dehydrated Cone Juice, Brown Rice Flour, Whole Oat Flour, Fructon (Nutra Flora® Natural Dietary Fiber), Natural Peanut Butter (Ground Peanuts, Salt), Cocoa Powder, Oat Hull Fiber, Calcium Carbonate, Rice Flour, Baking Soda, Expeller Pressed High Oleic Oil (Canola And/or Sunflower), Natural Chocolate Flavor With Other Natural Flavors, Sea Salt, Caramel Color, Iron (Ferric Orthophosphate), Annatto (For Color), Vitamin D3, Vitamin E (Mixed Tocopherols to Maintain Freshnoss).

Contains peanuts, Manufactured in a acility that also processes milk, soy. hazelnuts, almonds, coconut, and wheat

Manufactured for Barbara's Bakery, Inc. ® Petaluma CA 94954

Visit Us Online at BarbarasBakery com Product of U.S.A.

©2011 Barbara's Bakery, Inc. @

CINNAMON

All Matural Since 1971

lutrition Facts

Serving Size 2/3 Cup (30g)

Servings Per Contai	ner Abc	KII 9
Amount Per Serving	شاخين جينجي. انڙين	D 10 Cu VA A B C Fortbed Sem Min
Calories	90	130
Calories from Fat	10	10
	% Daily Y	alue"
Total Fat 1g'	2%	2%
Saturated Fat Op	0%	0%
Trans Fat 0g		
Cholesterol Ding	0%	2^.
Sodium 150mg	6%	8
Potassium 45mg	1%	7%
Total Carbohydrate 26g	9%	11%
Dietary Fiber 6g	24%	24%
Sugars 6g		
Protein 2g	wa.	
Vitamin A	0%	6%
Vitamin C	20%	20%
Calcium	2%	15%
lron	4%	400
Amount in cental. It cap i	damin A &	D

Fortified Skim latik contributee an additio 40 Calories, 5mg Cholesterol, 50mg Sodiem 210mg Potassium, 6g Total Carbol yorals (5y Sugars), 40 Protein.

Percors daily values are based on a 2,000 calcrie diet. Your daily values may be highe or lower dispending on your calure needs:

l	Calorise:	2,000	2,500
Total Fat	Less Truck	650	8.0
So: Fut	Less Than	20g	25g
Cholestersi	Less Than	30000	100.06
Scoon	Lass Thora	2,40300	2,500,679
Pointsiam	,	3,500,00	3.500m
Total Carbony		3000	3792
Deany Fee	!	250	303
Calorina per g	4供		*****
Fed 9	Carbonymark	4. * .	Protein 1

Ingredients: Yellow Corn Meal With Added Corn Bran. Unsulphured Molasses, Whole Oat Flour, Expeller Pressed High Oleic Oil (Canola and/or Sunflower), Salt, Cinnamon, Natural Flavor, Baking Soda, Vitamin C (Ascorbic Acid), Natural Vitamin E (Mixed Tocopherols to Maintain Freshness).

Manufactured in a facility that also processes milk, soy, hazemuts, almonds, coconut, and wheat.

Manufactured for Barbara's Bakery, Inc.® Petaluma CA 94954 Visit Us Online at BarbarasBakery.com

Product of Canada. ©2011 Barbara's Bakery, Inc.®

Puffic Pullins

0//(003900/ca:3:00/)

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g) Servings Per Container About 9

	****	n la Coo Va a a D
Amount Per Serving	Certe	7273W2 5km 804
Calories	110	150
Calories from Fat	0	Ü
	% Cally I	inches.
Total Fat 0g*	0%	0%
Saturated Fat 0g	0%	0%
Trans Fat 0g		
Cholesterol 0mg	0%	2
Sodium 80mg	3%	5.
Potassium 65mg	2 %	8
Total Carbohydrate 25	g 8 %	10°s
Dietary Fiber 3g	12°.	12%
Soluble Fiber 1g		Parameter, 4-10
Insoluble Fiber 2	g	
Sugars 6g		
Protein 2g	and the same of th	Ca.
		44.

Vitamin A 0% 60. Vitamin C 25% 25% Calcium 25% 35% 25% 25% Ison Vitamin D 25% 35%

*Amount in creat. In cup Vitamin A.A.D.
Fortilled Skirn Mile contributes an additional 40 Calones, Sing Cholesteral, String Sodium 210mg Polessum, 6g Total Controllydrate (6g Sugers), 4g Protein

Propert dish values are based to a 2,000 taloxie clet. Your daily values may be higher ar tomer departing on your caterie needs

P.	Catchies	2,000	2500
Total Fat	Loss Than	650	dig.
Set Fe	Less Trian	200	255
Chriesterol	Less Trans	300mg	32270
Sadon	tens Than	2,400mg	2.40mg
Palasson		3300	3,53000
Total Campoly	(FEIE	3000	3750
Distant Fran		253	30;
Coores ser \$	HET.	,	
FEE	Carboh distr	4 •	Protein 4

Ingredients: Com Flour, Dehydrated Cane Juice, Whole Grain Brown Rice Flour, Whole Grain Pure Oct Flour, Fructon (NutraFlora® Natural Dietary Fiber), Oat Hull Fiber, Calcium Carbonate, Baking Soda, Natural Flavor, Caramel Color, Sea Salt. Annattu. Vitamin C (Ascorbie Acid). fron (Ferric Orthophosphate) Vitamin D3, Natural Vitamin E (Mixed Tocopherois to Maintain Freshnessi. Manufactured in a facility that size processes mile, say, hazelusts, almonds, cococut, and wheat. Verilled to contain less then 20 poin gluten.

Manufactured for Barbara's Bakery, Inc. 9 Petaluma CA 94954 Visit Us Online at Barbaras Bekery com-

69711 Barbara's Bakern, mis

Product of Canada.

Puffins

ORIGINAL

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g) Servings Per Container About 9

	1	n id Cu M. A. a. i Postani
Amount Per Serving		an M
Calories	90	130
Calones from Fat	5	Ę
Service of the control of the contro	% Daily V	alue!
Total Fat tg'	2%	2
Saturated Fat Og	0%	0%
Trans Fat Og	THE PROPERTY OF THE PARTY OF TH	name as
Cholesterol Ong	0%	2
Sodium 190mg	8%	10
Potassium 85mg	2%	8
Total Carbohydrate 23g	8%	10%
Dietary Fiber 5g	20%	20
Sugars 5g		
Protein 2g	email represent to the property	
Vitamin A	0%	6%
Vitamin C	25%	25%
Caldum	0%	15%
Iron	2%	2%

Amount in Cereai, to cop seamed A d. Is Fortificed Saint Milk conflicted an indefinitional AU Columna, Smig Challesteroi, Soing Scidium 210mg Pussesium, 6g Talai Carbonydrain (6g Sugars), 4g Protein.

Phroad day values are based on a 2,000 calone that his day values may be higher or lower depending on your calons needs:

	Calculat	2.000	2,500
Total Fat	Less Than	65g	800
Sai Fat	Lands There		250
Chainsterd	Less Than		Marin .
Sedun	Lock Train	2.400mgt	2.4(7)70)
Policelien		3,500:40	3,500 mg
Total Carbony		300g	3754
Cionary Fiber		20	3/30
Cather tar g	CHAT.	**************************************	
Fat 9	Cartxxtynnaic	4 •	Protein 4

Ingredients: Yellow Corn Flour, Corn Bran Flour, Unsulphured Molasses, Whole Oat Flour, Expeller Pressed High Oleic Oil (Canola and/or Suntlower), Salt, Baking Soda, Vitamin C (Ascorbic Acid), Natural Vitamin E (Mixed Tocopherols to Maintain Freshness).

Manutactured in a tacility that also processes mila, soy, hazelmus, almonds, coconut, and wheat.

Manufactured for Barbara's Bakéry, Inc.® Petaluma CA 94954 Visit Us Online at BarbarasBakery.com

Product of Canada. ©2011 Barbara's Bakery, Inc.®

Puffins

e di di di di di di Sinti di Gira.

Nutrition Facts

Serving Size 3/4 Cup (30g) Servings Per Container About 19

dervirgs rei Contair	ita-ean	oni n
Amount Per Serving		PATRO FATRO SCIONI
Calories	110	150
Calones from Fat	20	20
	Daily	Value+
Total Fat 2g'	3.	3
Saturated Fat 0.5g	3*,	3*
Trisna Fat Og	74144444	
Cholesterol Drig	03	2 %
Sodium 230mg	10%	12
Potassium 105mg	3%	9
Total Carbohydrate 23g	8*.	10
Dietary Filter 2g	8%	8%
Sugare 6g	Lafona	n et statethous m
Protein 3g		erangelari a
Vitamin A	25.	8∜

Vitamin A 2% 8% Vitamin C 5% 0% Calcium 2% 15% Imag 4% 4%

Amound in centeel to copy Visionic, A.S. D. Feet See, State 18th countries an additional feet See, Senji Christopher an additional 70 feet See, Senji Christopher School, Senji Christopher (Sp. Surgere), 4g Protein.

"Ferrori daily values are buyed on a 2,000 cabrie dei from daily values roly be bighed or fown depending on your selfale needs."

	k. *	Caludes	ži(i)	2.500
1	Total to	Less Than		50kg
: 1	Sat Fee	Less Than	29g	1862
	Chalestero	Less Than	30.045	68.44
1	Socian	Leas Tours		Z. A.C.
1	Palitarian		3 500mg	3,500es
	Torn Carryny		Total	375/1
ĺ	Distancy Francisco		257	302
	Cather an a	10.00		
1	Fat 5	Cartengane	* *	Proper s

Ingredients: Corn Meal Dehydrated Cane Juice, Natural Peanut Butter (Ground Peanuts, Salt), Whole Oat Flour, Rice Flour, Sea Salt, Natural Vitamin E (Mixed Tocopherols to Maintain Freshness), Baking Soda

Contains gearnits. Manufactured in a facility that also processes mais, soy, hazelnuts, almonds, coconut, and wheat

Manufactured for Barbara's Bakery, Inc. © Petaluma CA 94954 Visit Us Online at BarbarasBakery.com

Product of U.S.A. ©2011 Barbara's Bakery, Inc. (8)

Puffins

HONEY MICE

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g) Servings Per Container About 9

Assured Per Serving	Conver	in is co ve a a fonde sain ui
Calories	120	160
Calones from Fat	5	
	S Dady	alus"
Total Fat 1g'	2%	2
Sanuated Fat Og	0%	0
Trans Fat 0g	And a first the Anthonis of the Con-	
Cholesterol (kng	0%	2
Sodium 80mg	3%	5
Potassium 65mg	2%	8
Total Carbohydrate 25g	28	10%
Dietary Fiver 3g	12%	12%
Soluble Fiber 2g	activitation Steep	o on manifesti
Insoluble Fiber 1g		" incered
Sugars 6g	diametri afratas atri é a	
Protein 2g	reaction of the same of the	

0%	
0%	0%
10%	25%
4%	4
4%	6%
	0% 10% 4% 4%

"Ameur moresel in our Visionin A & D.
Fortifed Sum Milk rentificate an additional
AD Carries, Iraq Drakeland, String Sodium
ATORO Placeland, Sig Total Cattorhydiate
15g Sogural, by Priceles

** Priscere costy voluce are based on a 2,000 calone diet. Your dolly voluce may be higher of lower decording on your colorie needs:

	Courses	25/30	2.5.0
Total For	Less Teach	653	604
SEFE	ence Their	2/30	250
Oceanson	Lusa Thur.	522-03	300000
Tink : 7	Locs Than	2,400000	2,43070
Princer		3.50070	3.530 m
Traps Corpurati	TR 3	XXXX	3730
Detay Flor		252	300
Calones per o	Carry	na di lori medi pan,	The second second
E#4 •	Commission	4 .	Dominio A

Ingredients: Whole Grain Brown, Rice Flour, Dehydrated Cane Julice, Fructan (NutraFlora® Natural Dietary Fiber), Expeller Pressed High Dielo Oil (Canela and/or Sunflower), Honey, Calcium Carhonate, Satt, Natural Flavor, Natural Vitamin E (Mixed Tecopherols to Maintain Frestness).

Manutactured in a facility that also processes milk, say hazelness, almonds, coconut, and wheat. Yestled to contain less than 20 ppm gluten.

Manufactured for Barbara's Bavery, Inc. © Petaluma CA 94954 Visit Us Online at Barbaras Bakery com

Product of Canada. ©2011 Barbara's Bakery, Inc.® 9/ Dadie Halmak

Puffin	Puffs,	Fruit	Medley
3/4 cup	(30g)		

Amount Per Serving
Calories 120 Calories from Fat 10

	7₀ Dany Value*
Total Fat 1g*	2%
Saturated Fat Og	0%
Trans Fat Og	
Cholesterol Omg	0%
Sodium 80mg	3%
Potassium 70mg	2%
Total Carbohydrate 26g	9 %
Dietary Fiber < lg	12%
Sugars 7g	
Protein 2g	
Vitamin A 20% Vita	omin C 20%
Calcium 0% Iron	i 2%
*Percent Daily Values a	re based on a 2,000

INGREDIENTS: CORN FLOUR, DEHVDRATED CANE JUICE, CORN MEAL, BLUE CORN MEAL, WHOLE OAT FLOUR, FRUCTAN (NUTRAFLORAS) NATURAL DIETARY FIBER), OAT HULL FIBER, EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), SALT, NATURAL FLAVOR, CITRIC ACID, ANNATTO, WITAMIN C (ASCORBIC ACID), WITAMIN A (WITAMIN A PALMITATE).

Calorie Diet

MANUFACTURBE IN A FACILITY THAT ALSO PROCESSES MILE, HAZELMUTS, COCOMUT, AND WHEAT: *AMOUNT IN CEREAL

Puffins Original

3/4 cup (27g)

Amount Per Serving
Calories 90 — Calories from Fat 5

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat Og	Ū%.
Trans Fat Og	
Cholesterol Omg	
Sodium 190mg	3%
Potassium 35mg	
Total Carbohydrate 23g	\$44 \$15
Dietary Fiber 5g	20%
Sugars Sg	
Protein 2g	
Vitamin A 0% Vitamin C	25%
Calcium 0% Iron	2%
*Percent Daily Values are based	
Calorie Diet.	

INGREDIENTS: VELLOW CORN FLOUR, CORN BRAN FLOUR, UNSULPHURED MOLASSES, WHOLE OAT FLOUR, EMPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), SALT, BAKING SODA, VITAMIN C (ASCORBIC ACID), NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS). MADE ON EQUIPMENT THAT MANUFACTURES PRODUCTS CONTABONG WHEAT.

MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILE, HAZELMUTS, ALMONDS COCONUT AND WHEAT, NAMOUNT IN CEREAL.

Puffin Fuffs	, Crunchy	Cocoa
3/4 cup (30g)		

Amount Per Serving
Calories 120 — Calories from Fat 5

	% Daily Value*
Total Fat 1g*	
Saturated Fat Og	0%
Trans Fat Og	
Cholesterol Omg	(3%)
Sodium 80mg	3%
Potassiura 85mg	27.
Total Carbohydrate 24g	- ¶ostyk Stronger
Dietary Fiber <3g	12%
Sugars 7g	
Protein 2g	

Vitamin A	0%	Vitamin C	0*/
Calcium	25%	Iron	257
*Percent Dail	y Valu	ies are based on a 2	4,000
Calorie Diet	_		

INGREDIENTS: CORN MEAL, DEHYDRATED CANE JUICE, WHOLE OAT FLOUR, COCGA POWDER, FRUCTAN (NUTRAFLORA® NATURAL DIETARY FIBER), OAT HULL FIBER, CALCIUM CARBONATE, SALT, NATURAL FLAVOR, IRON.

MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELINUTS, COCOMMET, AND WHEAT, MANOUNT IN CERRAL

Puffins Honey Rice

3/4 cup (3/3g)

Amount Per Serving
Calories 120 — Calories from Fat 1

		% Daily Value*
Total Fat 1g*		2%
Saturated F	at Dg	01/4
Trens Fat ()g	
Cholesterel On	ng	0%
Sodium 20mg	3	3%
Potassium 65n	ng	21/4
Total Carbohy	diate 25g	\$1%
Dietary Fib		12%
Sugara og	- Sar	
Protein 2g		
Viramin A	0% Vitamin C	OY,
Celcium	10% Iron	4%
Zinc	4%	
*Percent Daily	Values are based	ion a 2,000
Calonie Diet		·

INGREDIENTS: WHOLE GRAIN BROWN RICE FLOUR, DEHYDRATED CAME RUSE, FRUCTAN (MUTRAFLORAD NATURAL DIETARY FIBER), EXPELLER PRESSED HIGH OLEC OIL (CANOLA AND/OR SUNFLOWER), HONEY, CALCERI CARBONATE, SALT, NATURAL FLAVOR, NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS).

MANUTACTURED BLA FACE ITT TEMT 44:50
PROCESSES MEIR, 30Y, HAZELPRUT, ALMONDS
COCONUT AND WHEAT, VEREED TO CONTAIN
LESS THAN 20 PPM GLUTTEN REMOVENT IN CEREAL

Puffiels Cimamon

16 cm (Mg

Amount Fer Serving Calories 30 — Calories from Fer 10

	% Daily Value*
Total Fat Ig*	2%
Saturated Fat Og	0%
Trace Fai Og	
Cholesterol Ong	0%
Sodius 150mg	6%
Potassium 45mg	1%
Total Carbolynizate 26g	9%
Distary Fiber 46g	24%
Sugars ég	
Protein 2g	

Vitamin A 6% Vitamin C 20% Cabrium 2% Iron 4% *Percent Daily Values are based on a 2,000 Calorie Diet

YELLOW CORN MEAL WITH ADDED CORN BRAN, UNSULPHUFED MOLASSES, WHOLE OAT FLOUR, EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), SALT, CINNAMON, NATURAL FLAVOR, BAKING SODA, VITAMIN C (ASCORBIC ACID), NATURAL YITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS)

MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELMOTS, ALMONDS, COCOMUT AND WHEAT. *AMOUNT IN CEREAL

Puffins Peanut Butter

3/4 cup (30g)

Amount Per Serving Calories 110 — Calories from Fet 5

	% Daily Value*
Total Fat 2g	3%
Saturated Fat 0.5g	3%
Trans Fat Og	
Cholesterol Omg	0%
Sodium 230mg	10%
Potassium 65mg	2%
Total Carbohydrate 23g	2%
Dietary Fiber 2g	8%
Sugare 6g	
Protein 3g	

Vitamin A		Vitamin C	0%
Calcium	2%	Iron	4%
*Percent Daily	Valu	tes are based on a 2,000	
Calorie Diet.			

INGREDIENTS: CORN MEAL, DEMYDRATED CANE JUICE, NATURAL PEANUT BUTTER (GROUND PEANUTS, SALT), WHOLE OAT FLOUR, RICE FLOUR, SEA SALT, NATURAL VITAMEN E (MIXED TOCOPHEROLS TO MAINTAEN FRESHNESS), BAKING SODA. CONTAINS PEANUT BUTTER.

MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, ALMONDS COCONUT AND WHEAT, *AMOUNT IN CEREAL

Puffins Peanut Butter and Chocolate (3) 3/4 cup (30g)

Amount Per Serving
Calories 110 Calories from Fat 10

			% Daily Value*
Total Fat Ig	it.		2%
Saturated	l Fat Og	!	0%
Trans Fa	t 🖫 🝈		
Cholesterol (Omg		0%
Sodium 1051	mg -		4%
Potassium 7	Omg		2%
Total Carbol	hydrate	24g	8%
Dietary F	7iber 3g		12%
Sugars 6g	•		
Protein 2g			
Vitamin A	0%	Vitamin C	25%
Calcium	20%	Iron	15%
Vitamin D	20%		

*Pement Daily Values are based on a 2,000 Calorie Diet.

ENGREDIENTS: CORN MEAL, DEHYDRATED CANE
FUICE, BROWN RICE FLOUR, WHOLE OAT FLOUR,
FRUCTAN (NUIRA FLORAD, NATURAL DIETARY
FIBER), NATURAL PEANUT BUTTER (GROUND
PEANUTS, SALT), COCOA POWDER, OAT HULL
FIDER, CALCIUM CARBONATE, RICE FLOUR,
BAKING SODA, EXPELLER PRESSED HIGH OLEIC
OIL (CANOLA AND/OR SUNFLOWER), NATURAL
CHOCOLATE FLAVOR WITH OTHER NATURAL
FLAVORS, SEA SALT, CARAMEL COLOR, IRON
(FERRIC ORTHOPHOSPHATE), ANNATTO,
WITAMINE D3, VITAMIN E (MIXED TOCOPHEROLS
TO MAINTAIN FRESHNESS).

CONTAINS PEANUT BUTTER MANUFACTURED IN A FACELITY THAT ALSO PROCESSES MILE; HAZZLINUTS, ALMONDS, COCONUT AND WHEAT. Puffins Mulhgrain 3/4 cm (30g)

Amount Per Serving
Calones 110 Calones from Fat 5

Total Fat Og* Saturated Fat Og Trans Fat Og	% Daily Value* 0% 0%
Cholesterol Omg Sodium 80mg Potassium 65mg Total Carbohydrate 25g Dietary Fiber 3g Sugars 6g	0% 3% 2% 8% 12%
Protein 2g	
Vitamin A 0% Vitamin C Calcium 25% Iron Vitamin D 25%	25% 25%

*Percent Daily Values are based on a 2,000 Caloric Diet

INGRÉDIENTS: CORN FLOUR, DEHYDRATED CANE JUICE, BROWN WHOLE GRAIN RICE FLOUR, WHOLE GRAIN PURE OAT FLOUR, FRUCTAN (MUTRAFLORAG NATURAL DIETARY FIBER), OAT HULL FIBER, CALCIUM CARBONATE, BAKING SODA, NATURAL FLAVOR, CARAMEL COLOR, SALT, ANNATIO, VITAMEN C (ASCORBIC ACID), IRON (FERRIC ORTHOPHOSPHATE), VITAMIN D3, NATURAL VITAMIN E (MIMED) TOCOPHEROLS TO MAINTAIN FRESHNESS).

NO PEANUT INGREDIENTS USED IN THIS PACIFITY.
MANUFACTURED IN A FACILITY THAT ALSO
PROCESSES MILK HAZELMUTS, ALMONDS
COCOMUT AND WHEAT, VERIFIED TO CONTAIN
LESS THAN 20 PPM GLUTEN *4040 UNIT IN CEREAL.



Laboratory Developments, L.L.C.

P.O. Box 55364 Portland, OR 97238 • 503.705.0666 • Email: nkahl@msn.com

Reese Richman, LLP 875 Avenue of the Americas, 18th Floor New York, New York 10001 Michael R. Reese 212.643.0500- Phone 212.253.4272- Fax

CERTIFICATE OF ANALYSIS

February 10, 2012

For samples received 1-18-12 for the detection of genetically modified organisms (GMO).

Results:

Sample No.	Sample Description		GMO
0118002-RR	Barbara's Brand Puffins Cereal		
		358	Present
		NOS	Present

Notes:

Test sample was analyzed for the presence of GMO by qualitative PCR analysis. DNA was extracted and analyzed for the presence of the 35S promoter and NOS terminator. No inhibition was observed and corn DNA was detected at normal levels.

GMO Detection Limit = 0.01%

Approved By:

Nidal Kahl, Director

Confidential Analysis Page 1 of 1

EXHIBIT B

1	Benjamin M. Lopatin, Esq. Cal. Bar No.: 281730					
2 3	lopatin@hwrlawoffice.com THE LAW OFFICES OF					
4	HOWARD W. RUBINSTEIN, P.A. One Embarcadero Center, Suite 500					
5	San Francisco, CA 94111					
6	(800) 436-6437 (415) 692-6607 (fax)					
7	Attorney for Plaintiff GABRIEL ROJAS					
8	and the Proposed Class					
9 10	SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN FRANCISCO					
11	GABRIEL ROJAS, individually and on behalf of all others similarly situated,	: Case No.:				
12	•	: Unlimited Civil Division				
13	Plaintiff,	: CLASS ACTION COMPLAINT FOR:				
14	vs.	1. Violations of Cal. Bus. & Prof. C. §§ 17200,et seq.				
15		: 2. Violations of Cal. Bus. & Prof. C. §§ 17500,				
16		et seq.3. Violations of Cal. Civ. C. §§ 1750, et seq.				
17	corporation,	: : California Class Representation				
18	Defendant.	: Jury Trial Requested				
19 20	Plaintiff, GABRIEL ROJAS, by and the	nrough his undersigned counsel, hereby files this				
21	Class Action Complaint, individually, and on behalf of all others similarly situated—and makes					
22	these allegations based on information and belief and/or which are likely to have evidentiary					
23	support after a reasonable opportunity for further investigation and discovery—against					
24	Defendant, Barbara's Bakery, Inc. ("BARBAR	A'S" or "Defendant"), as follows:				
25	I. <u>INTRO</u>	DUCTION				
26	1. Defendant has made false, m	isleading statements that are likely to deceive				
27 28	reasonable consumers.					
20						
		CLASS ACTION COMPLAINT Page 1 of 19				

	2.	Defendant has mistakenly or misleadingly represented that its products are "All
Natura	al Since	1971," when in fact, they are not, because they contain Genetically Modified
Organ	isms ("C	GMOs") in the form of corn, soy, soy derivatives, and/or corn derivatives.
018	•	
	3.	Defendant sells the following varieties of its products that misleadingly and
mistak	enly cla	im to be "All Natural Since 1971:"
COR	N BASE	D GMO PRODUCTS
a)	Multig	rain Cereal Bars
	_	Multigrain Cereal Bar Apple Cinnamon
		Multigrain Cereal Bar Raspberry
	3)	Multigrain Cereal Bar Triple Berry
	4)	Multigrain Cereal Bar Strawberry
	,	Multigrain Cereal Bar Blueberry
	6)	Multigrain Cereal Bar Cherry
b)	Cheese	e Puffs
,		Cheese Puffs Jalapeno (also has Soy GMO)
		Cheese Puffs Original
	3)	Cheese Puffs Bakes Original
	4)	Cheese Puffs Bakes White Cheddar
c)	Duffing	s Cereals
C)		Puffins Peanut Butter and Chocolate
	,	Puffins Multigrain
	,	Puffins Original
		Puffins Peanut Butter
	,	Puffins Cinnamon
	6)	Puffin Puffs, Crunchy Cocoa
	7)	Puffin Puffs, Fruit Medley
d)	Shredd	ed Wheat Cereals
,	1)	Shredded Minis Blueberry Burst
	2)	Shredded Spoonfulls multigrain
<u>a)</u>	High E	liber Cereals
6)	_	High Fiber Original
	,	High Fiber Flax & Granola
		High Fiber Cranberry
	3)	
f)	Barbar	a's Classics Cereals
'		Corn Flakes
I	,	

1	2) Hole 'n Oats Honey Nut3) Hole 'n Oats: Fruit Juice Sweetened			
2 3	SOY BASED GMO PRODUCTS			
3	SOT BIISED GITO TRODE CITS			
4	g) Fruit & Yogurt Bars			
	1) Fruit & Yogurt Bar Strawberry Apple			
5	2) Fruit & Yogurt Bar Blueberry Apple			
6	h) Fig Dorg			
_	h) Fig Bars			
7	1) Fig Bars Whole Wheat			
	2) Fig Bars Multigrain			
8	3) Fig Bars Wheat Free Raspberry			
9	4) Fig Bars Blueberry Low Fat			
10	i) Snackimals Cookies			
	1) Snackimals Double Chocolate			
11				
	2) Snackimals Chocolate Chip			
12	3) Snackimals Wheat Free Oatmeal			
	4) Snackimals Peanut Butter			
13				
14	(collectively, "the Products").			
15	4. Defendant's "All Natural Since 1971" statement prominently displayed on the			
16	Products' packaging and/or labeling is false, misleading, and likely to deceive reasonable			
17	consumers, such as Plaintiff and members of the Class, because the Products are not "All			
18	Natural," due to the presence of soy, corn, soy derivatives, and/or corn derivative GMOs.			
19				
20	5. GMOs are plants that grow from seeds in which DNA splicing has been used to			
20				
21	place genes from another source into a plant. Contrary to Defendant's express or implied			
21				
22	representations, the Products use plants or plant derivatives grown or created from GMOs.			
23	II. <u>VENUE AND JURISDICTION</u>			
	II. VENCE AND SCRIBBICITON			
24				
	6. This Court has jurisdiction over all causes of action asserted herein, pursuant to			
25				
2	the California Constitution.			
26				
27	7. Venue is proper in Court pursuant to Cal. Civ. P. § 395.5. Defendant conducts			
27				
28	business in this jurisdiction and many of the wrongful and unlawful acts and omissions of			

Defendant, which are described herein, were committed by Defendant in the County of San Francisco, State of California.

- 8. In addition, San Francisco County is the county where all of the Plaintiff's causes of action accrued, as this is the County where the Plaintiff, Gabriel Rojas, was exposed to the unlawful, unfair, and misleading advertising, and where he purchased the Products.
- 9. The "Declaration of Benjamin M. Lopatin, Esq., Pursuant to Civil Code §1780(c) of the Consumer Legal Remedies Act, Civil Code §§1750 et seq." regarding venue under the California Consumer Legal Remedies Act ("CLRA") is submitted herewith and is incorporated herein by reference.

III. PARTIES

- 10. Plaintiff is an individual more than 18 years old, and is a citizen of California, who resides in the city and County of San Francisco. Plaintiff respectfully requests a jury trial on all damage claims.
- 11. Plaintiff has purchased several of the Products that claimed to be "All Natural Since 1971," including purchases of Barbara's Puffins Cinnamon Cereal, Puffins Peanut Butter Cereal and Barbara's White Cheddar Cheese Puffs during August and September of 2012 in San Francisco, California. See **Exhibit 1**, Scanned Copy of Products' Packaging Purchased by Plaintiff, attached hereto and incorporated herein.
- 12. In purchasing the Products, Plaintiff read and relied on the material statement that the Products are "All Natural Since 1971." For example, Plaintiff purchased the Products believing them to be "All Natural Since 1971" because he read and relied on Barbara's material statement that the Products are "All Natural Since 1971," prominently displayed on the Products' front and rear labeling/packaging. Plaintiff has been damaged by his purchase of the

Products because the labeling and advertising for the Product was and is false and/or misleading under California law; therefore, the Products are worth less than what Plaintiff paid for it and/or Plaintiff did not receive what he reasonably intended to receive when purchasing the Products.

- 13. Defendant, Barbara's, Inc. ("Barbara's") is a California licensed corporation with its principal place of business located in the State of Massachusetts, at 300 Nickerson Road, Marlborough, MA 01752. Barbara's lists with the California Secretary of State a Registered Agent designated as CT Corporation System, 818 W. Seventh Street, Los Angeles, California 90017. Therefore, Barbara's can be considered a "citizen" of the State of California.
- 14. BARBARA'S is the owner, manufacturer and distributor of the Products, and is the company that created and/or authorized the false, misleading and deceptive labeling and advertising for the Products and is the company that promoted, marketed, and sold the Products at issue in this County.
- 15. The labeling and advertising for the Products relied upon by Plaintiff was prepared and/or approved by BARBARA'S and its agents, and was disseminated by BARBARA'S and its agents through labeling and advertising containing the misrepresentations alleged herein. The labeling and advertising for the Products was designed to encourage consumers to purchase the Products and reasonably misled the reasonable consumer, i.e. Plaintiff and the Class.
- 16. Plaintiff alleges that, at all relevant times, BARBARA'S and its subsidiaries, affiliates, and other related entities, as well as their respective employees, were the agents, servants and employees of BARBARA'S, and at all relevant times, each acted within the purpose and scope of that agency and employment. Plaintiff further alleges on information and belief that at all times relevant herein, the distributors and retailers who delivered and sold the

Products, as well as their respective employees, also were Barbara's agents, servants and employees, and at all times herein, each was acting within the purpose and scope of that agency and employment.

- 17. Additionally, Plaintiff alleges that, in committing the wrongful acts alleged herein, BARBARA'S, in concert with its subsidiaries, affiliates, and/or other related entities and their respective employees, planned, participated in and furthered a common scheme to induce members of the public to purchase the Products by means of false, misleading, deceptive and fraudulent representations, and that BARBARA'S participated in the making of such representations in that it disseminated those misrepresentations and/or caused them to be disseminated.
- 18. Whenever reference in this Complaint is made to any act by BARBARA'S or its subsidiaries, affiliates, distributors, retailers and other related entities, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents, and/or representatives of BARBARA'S committed, knew of, performed, authorized, ratified and/or directed that act or transaction on behalf of BARBARA'S while actively engaged in the scope of their duties.

IV. FACTUAL ALLEGATIONS

- 19. BARBARA'S manufactures, distributes, markets, advertises, and sells the Products identified above in paragraphs 3(a)–(i).
- 20. The Products claim to be "All Natural Since 1971," when in fact, they are not, because they contain GMOs in the form of corn soy, soy derivatives, and/or corn derivatives within its ingredients.
- 21. Defendant's "All Natural Since 1971" statement prominently displayed on the Products' packaging and/or labeling is false, misleading, and likely to deceive reasonable

consumers, such as Plaintiff and members of the Class, because the Products are not "All Natural Since 1971," due to the presence of GMOs.

- 22. GMOs are plants that grow from seeds in which DNA splicing has been used to place genes from another source into a plant. Contrary to Defendant's express or implied representations, the Products use plants or plant derivatives grown or created from GMOs.
- 23. The Products are not "All Natural." Genetically modified corn and soy products contain genes and/or DNA that would not normally be in them, and are thus not natural, thereby causing the Products to fail to be "All Natural Since 1971."
- 24. Defendant manufactures, markets, advertises, distributes and sells the Products in stores located throughout California claiming to be "All Natural Since 197,1" specifically, on the front and rear labeling and/or packaging for the Products.
- 25. As a result, through a variety of advertising, including but not limited to the packaging and labeling of the Products, BARBARA'S has made false and misleading material statements and representations regarding the Products that have been relied upon by Plaintiff and members of the Class to their economic detriment.
- 26. Simply put, the Products contain GMOs and are thus not "All Natural." Therefore, Defendant's advertising and labeling statement that the Products are "All Natural Since 1971" is false and likely to mislead reasonable consumers, such as Plaintiff and members of the Class.
- 27. Plaintiff, like members of the Class, purchased the Products relying on the material misrepresentation that it was "All Natural Since 1971" at the time of purchase.

2.7

- 28. Plaintiff based his purchase upon Barbara's material statement that the Products were "All Natural Since 1971," which he read on the front labeling of the Products, and relied upon prior to making his purchase.
- 29. Plaintiff would not have purchased the Products if he had known that the Defendant's Products are not "All Natural Since 1971" because they contain GMOs.
- 30. Plaintiff and members of the Class have been economically damaged by their purchase of the Products because it is not "All Natural Since 1971."
- 31. At a minimum, Plaintiff contends that Defendant should cease labeling the Products "All Natural Since 1971."
- 32. Plaintiff therefore brings this class action to secure, among other things, equitable relief and actual damages, statutory damages, and punitive damages for the Class against BARBARA'S for false and misleading advertising in violation of California's Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750 et seq., California's Unfair Competition Law ("UCL"), Bus. & Prof. Code §§ 17200 et seq.; and California's False Advertising Law ("FAL"), Bus. & Prof. Code §§ 17500 et seq.

V. CLASS ACTION ALLEGATIONS

- 43. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.
- 44. Pursuant to Cal. Civ. Code § 1781 and Cal. Code of Civil Procedure § 382, Plaintiff brings this class action and seeks certification of the claims and certain issues in this action on behalf of a Class defined as:

all California persons who have purchased Barbara's products claiming to be "All Natural Since 1971," containing corn or soy ingredients, for personal use, during the period extending from

November 6, 2008, through and to the filing date of this Complaint.

- 45. Pursuant to Rule 3.760, *et seq.*, of the California Rules of Court, Plaintiff reserves the right to amend the Class definition if further investigation and discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.
- 46. Excluded from the Class are governmental entities, Defendant, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.
- 47. <u>NUMEROSITY</u>: Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Class is so numerous that individual joinder of all members would be impracticable. Based on the annual sales of the Products and the popularity of the Products, it is apparent that the number of consumers of the Products would be so large as to make joinder impossible as the Class is comprised of hundreds of thousands of consumers geographically dispersed throughout the United States. While the exact number of Class members is currently unknown, such information can be ascertained through appropriate discovery.
- 48. <u>COMMONALITY</u>: Defendant's practices and omissions were applied uniformly to all members of the Class, so that the questions of law and fact are common to all members of the Class. All members of the putative Class were and are similarly affected by having purchased and used the Products, and the relief sought herein is for the benefit of Plaintiff and members of the putative Class. Questions of law and fact common to the Plaintiff Class exist that predominate over questions affecting only individual members, including, *inter alia*:

2.7

- (a) Whether Defendant's practices and representations made in connection with the advertising, marketing, promotion and sales of the Products were deceptive, unlawful or unfair in any respect, thereby violating California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq.*;
- (b) Whether Defendant's practices and representations made in connection with the advertising, marketing, promotion and sales of the Products were deceptive, unlawful or unfair in any respect, thereby violating California's False Advertising Law ("FAL), Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- (c) Whether Defendant violated California's Consumer Legal Remedies Act ("CLRA"), California Civil Code §§ 1750, et seq., by the practices and representations made in connection with the advertising, marketing, promotion and sales of the Products within California; and
- (d) Whether Defendant's conduct as set forth above economically injured consumers and if so, the extent of the injury.
- 49. <u>TYPICALITY</u>: The claims asserted by Plaintiff in this action are typical of the claims of the members of the Plaintiff Class, as the claims arise from the same course of conduct by Defendant, all members of the Class have been similarly affected by Defendant's course of conduct, and the relief sought is common.
- 50. <u>ADEQUACY</u>: Plaintiff will fairly and adequately represent and protect the interests of the members of the Plaintiff Class. Plaintiff has no interest adverse to the interests of the other Class members. Plaintiff has retained competent counsel with substantial experience in both consumer protection and class action litigation, who are committed to vigorously prosecuting this action on behalf of the class.

- 51. SUPERIORITY: A class action is superior to other available methods for the fair and efficient adjudication of the present controversy, in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense and burden on the courts that individual actions would engender. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, are far superior than any difficulties that might be argued with regard to the management of this class action. This superiority makes class litigation superior to any other method available for the fair and efficient adjudication of these claims. Absent a class action, it would be highly unlikely that the representative Plaintiff or any other members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits might exceed expected recovery.
- 52. Certification of this class action is appropriate under California Civil Code § 1781 and California Code of Civil Procedure §382 because the questions of law or fact common to the respective members of the Class predominate over questions of law or fact affecting only individual members. Certification also is appropriate because Defendant acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate the relief sought on behalf of the Class as a whole. Further, given the large number of consumers of the Products, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications.

VI. FIRST CAUSE OF ACTION: VIOLATIONS OF CAL. BUS & PROF. CODE §§ 17200 ET SEQ.

- 53. Plaintiff re-alleges and incorporates by reference the allegations set forth in the each of the preceding paragraphs of this Complaint.
- 54. This cause of action is brought on behalf of Plaintiff and members of the general public pursuant to Cal. Bus. & Prof. Code §§ 17200 *et seq.*, which provides that "unfair competition shall mean and include any unlawful, unfair or deceptive business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter I (commencing with Section 17500) as Part 3 of Division 7 of the Business and Professions Code."
- 55. Defendant has violated the Act by engaging in the unfair and deceptive practices described above, which offend public policies and are immoral, unethical, unscrupulous and substantially injurious to consumers. Specifically, Defendant has represented that the Products are "All Natural Since 1971," when in fact, they are not, because they contain GMOs in the form of corn, soy, soy derivatives, and/or corn derivatives.
- 56. Plaintiff alleges that Defendant committed unfair business acts and/or practices, as set forth in detail above. The utility of Defendant's practices related to the deceptive labeling and advertising of the Products is negligible, if any, when weighed against the harm to the general public.
- 57. The harmful impact upon members of the general public who purchased and used the Products outweighs any reasons or justifications by Defendant for the deceptive labeling and advertising practices employed to sell the Products that misleadingly claims to be "All Natural Since 1971."
- 58. Defendant had an improper motive (profit before accurate marketing) in its practices related to the deceptive labeling and advertising of the Products, as set forth above.

- 59. The use of such unfair business acts and practices was and is under the sole control of Defendant, and was deceptively hidden from members of the general public in Defendant's marketing, advertising and labeling of the Products.
- 60. Defendant committed a deceptive act or practice by making the labeling and advertising representations set forth in detail above. These deceptive acts and practices had a capacity, tendency, and/or were likely to deceive or confuse reasonable consumers.
- 61. Defendant also committed an unlawful business practice by violating the FAL and CLRA as set forth in detail below. These violations serve as predicate violations of this prong of the UCL.
- 62. As a purchaser and consumer of Defendant's Products, and as a member of the general public who purchased and used the Products, Plaintiff is entitled to and does bring this class action seeking all available remedies under the UCL.
- 63. Defendant's labeling and advertising practices, as set forth above, were intended to promote the sale of the Products and constitute unfair, deceptive and/or unlawful business practices within the meaning of California Bus. & Prof. Code §§ 17200 et seq.
- 64. Pursuant to California Bus. & Prof. Code § 17203, Plaintiff, on behalf of herself and members of the general public, seeks an order of this Court requiring Defendant to restore to Plaintiff and other purchasers of the Products all monies that may have been acquired by Defendant as a result of such unfair, deceptive and/or unlawful business acts or practices.
- 65. Plaintiff and purchasers of the Products will be denied an effective and complete remedy in the absence of such an order.
- 66. As a result of Defendant's violations of the UCL, Plaintiff and purchasers of the Products are entitled to restitution for out-of-pocket expenses and economic harm.

- 67. Pursuant to Civil Code § 3287(a), Plaintiff and purchasers of the Products are further entitled to pre-judgment interest as a direct and proximate result of Defendant's wrongful conduct.
- 68. The amount on which interest is to be calculated is a sum certain and capable of calculation, and Plaintiff and purchasers of the Products are entitled to interest in an amount according to proof.

VII. SECOND CAUSE OF ACTION: VIOLATIONS OF CAL. BUS. & PROF. CODE §§ 17500 ET SEQ.

- 69. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.
- 33. In violation of California Bus. & Prof. Code § 17500, Defendant disseminated, or caused to be disseminated, the deceptive Products labeling and advertising representations that misleadingly claim that the Products are "All Natural Since 1971," when in fact, they are not because they contain GMOs in the form of corn, soy, soy derivatives, and/or corn derivatives.
- 70. Defendant's Products' labeling and advertising representations are misleading because they cannot support the claims that the Products is "All Natural Since 1971."
- 71. Defendant's labeling and advertising representations for the Products is by their very nature unfair, deceptive and/or unlawful within the meaning of California Bus. & Prof. Code §§ 17500 *et seq*.
- 72. The representations were likely to deceive reasonable consumers and did deceive reasonable consumers such as Plaintiff and members of the Class.

- 73. In making and disseminating the deceptive representations alleged herein, Defendant knew or should have known that the representations were misleading, and acted in violation of California's Bus. & Prof. Code §§ 17500 et seq.
- 74. As a direct and proximate result of Defendant's wrongful conduct, Plaintiff and purchasers of the Products have suffered substantial monetary and non-monetary damage.
- 75. Pursuant to Bus. & Prof. Code § 17535, Plaintiff, on behalf of herself and other purchasers of the Products, seeks an order of this Court requiring Defendant to restore to purchasers of the Products all monies that may have been acquired by Defendant as a result of such unfair, deceptive and/or unlawful acts or practices.
- 76. As a result of Defendant's violations of the FAL, Plaintiff and purchasers of the Products are entitled to restitution for out-of-pocket expenses and economic harm.
- 77. Pursuant to Civil Code § 3287(a), Plaintiff and purchasers of the Products are further entitled to pre-judgment interest as a direct and proximate result of Defendant's wrongful conduct.
- 78. The amount on which interest is to be calculated is a sum certain and capable of calculation, and Plaintiff and purchasers of the Products are entitled to interest in an amount according to proof.

VIII. THIRD CAUSE OF ACTION: FOR VIOLATIONS OF CAL. CIV. CODE §§ 1750 ET SEQ.

- 79. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.
 - 80. This cause of action is brought pursuant to Cal. Civ. Code §§ 1750 et seq.

- 81. Plaintiff and each California purchaser of the Products are "consumers" within the meaning of Civil Code §1761(d).
- 82. The purchases of the Products by Plaintiff and California purchasers were and are "transactions" within the meaning of Civil Code §1761(e).
- 83. Defendant's "All Natural Since 1971" statement prominently displayed on the Products' packaging and/or labeling is false, misleading, and likely to deceive reasonable consumers, such as Plaintiff and members of the Class because they contain GMOs in the form of corn, soy, soy derivatives, and/or corn derivatives.
- 84. Defendant's marketing, labeling, advertising and sales of the Products within California, therefore violated the CLRA in at least the following respects:
 - a. In violation of Civil Code § 1770(a)(5), BARBARA'S represented that the
 Products have characteristics, ingredients, uses, and benefits which they do
 not have;
 - b. In violation of Civil Code § 1770(a)(7), BARBARA'S represented that the Products are of a particular standard, quality, or grade, which they are not;
 - c. In violation of Civil Code §1770(a)(9), BARBARA'S advertised the Products with an intent not to sell the Products as advertised;
 - d. In violation of Civil Code § 1770(a)(14), BARBARA'S represented that the purchase of the Products confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; and
 - e. In violation of Civil Code § 1770(a)(16), BARBARA'S represented that the subject of the sale of the Products has been supplied in accordance with a previous representation when it has not.

- 85. Plaintiff seeks and is entitled to equitable relief in the form of an order requiring Defendant to make full restitution to California purchasers of the Products of all monies wrongfully obtained as a result of the conduct described above.
- 86. Plaintiff, on or about October 4, 2012, by and through counsel, notified Defendant in writing of the particular violations of Section 1770 of the CLRA, and demanded that it take certain corrective actions within the period prescribed by the CLRA for such demands.
- 87. However, Defendant failed to adequately respond to the demands for corrective action within the time prescribed by the CLRA. Therefore, Plaintiff requests statutory and actual damages, as well as punitive damages, interest and attorneys' fees as authorized by Section 1780(a) of the CLRA.
- 88. In addition, Plaintiff seeks and is entitled to, pursuant to Section 1780(a)(2) of the CLRA, an order for the equitable relief described above, as well as costs, attorney's fees and any other relief which the Court deems proper.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all others similarly situated, prays for relief pursuant to each cause of action set forth in this Complaint as follows:

- 1. For an order certifying that the action may be maintained as a class action, certifying Plaintiff as representative of the Class, and designating his attorneys as Class counsel.
 - 2. For an award of equitable relief as follows:
 - (a) Enjoining Defendant from making any claims for the Products found to violate the UCL, FAL, or CLRA as set forth above;

CLASS ACTION COMPLAINT
Page 18 of 19

Respectfully Submitted, Dated: November 6, 2012 By: Benjamin M. Lopatin, Esq. (SBN: 281730) lopatin@hwrlawoffice.com THE LAW OFFICES OF HOWARD W. RUBINSTEIN, P.A. One Embarcadero Center, Suite 500 San Francisco, CA 94111 (800) 436-6437 (415) 692-6607 (fax) Attorneys for Plaintiff GABRIEL ROJAS and the Proposed Class

CLASS ACTION COMPLAINT

Page 19 of 19

EXHIBIT

1



Puffins

CINNAMON

All Natural Since 1971

Nutrition Facts

Serving Size 2/3 Cup (301) Servings Per Container About 5

Amount Per Serving	Censi	Itt 12 Cu Vit. A & Fortifie Skim Wil
Calories	90	130
Calories from Fat	10	10
	% Daily	Value*
Total Fat 1g	2%	29
Saturated Fat 0g	0%	03
Trans Fat 0g		
Cholesterol Omg	0%	23
Sodium 150mg	6%	89
Potassium 45mg	1%	73
Total Carbohydrate 28g	9%	113
Dietary Fiber 6g	24	241
Sugars 6g		
Protein 2g		
Vitamin A	0%	69
Vitamin C	20%	20%

Amount in cereal, 1, cup Vismin A.S.D. Fortilied Skirn Milk controlles as action 40 Calorles, 5mg Cholesterd, 5 or 210mg Polassium, 6g Total Cacoo (6g Sugars), 4g Protein.

Percent daily values are based on a 2 colorie diet. Your daily values may be or lower depending on your calors have

	Calories:	2,000	2,500
Total Fai	Less Than	650	800
Sat Fat	Less Than	200	250
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2.400mg	2,4301
Polassium		3.500mg	3.500m
Total Carbohydrate Dielary Fiber		300g 25g	375g 30g
Calories per g	ram;		-

Ingredients: Yellow Corn Mea With Added Corn Bran, Unsulphured Molasses, Who e Oat Flour, Expeller Pressed High Oleic Oil (Canola and/or Sunflower), Salt, Cinnamon, Natural Flavor, Baking Soda, Vitamin C (Ascorbic Acid), Natural Vitamin E (Mixed Tocopherols to Maintain Freshness),

Manufactured in a facility that a so processes milk, soy, hazelnuts, a coconut, and wheat

Manufactured for Barbara's Bakery Inc.
Petaluma CA 94954
Visit Us Online at BarbarasBakery com

Product of Canada. ©2011 Barbara's Bakery, Inc. ®





Make Friends with All Natural Goodness.

Here at Barbara's, we think a breakfast of wholesome grains is like that invigorating feeling you get after taking a deep breath of fresh air. That's why our high fiber Cinnamon Puffins are absolute sweetness with only 6 grams of sugar and just 90 calories per serving. There are never any artificial preservatives or additives in our cereals because that's Barbara's way.

Puffins

CINNAMON

Wake up to comforting sweetness and a toasty crunch.

healthy living, naturally

People, like puffin birds, are simply creatures of habit. Take the breakfast challenge: review your habits and make a commitment to toss out a not-so-healthy habit - just for today. Then, challenge yourself to do it again tomorrow. Good habits are built day by day...and bowl by bowl!



Honest goodness. Give our other all natural products a try.

Puffin Trivia Fun Facts About Our Favorite Seabird

*Puffins can live up to 20 years or more. The oldest known puffin lived to be 36.

- Female puffins lay only one egg per year and usually keep the same mate
- Puffins can fly up to 55 miles per hour.
- When diving for food, a puffin can carry up to 20 fish in its beak.
- Puffins are usually 10 inches tall - the height of a quart of milk.
- The majority of a Puffin's life is spent in the open ocean.



All Natural Since 1971



CINNAMON

DIETARY FEATU

24% of your Dail Fiber Needs

Only 90 Calorie per Serving

Only 6g Sugar per Serving

Excellent Source Antioxidant Vitami

Low Fat

Og Trans Fat per Ser

No Artificial Flavo Additives or Preserva

Naturally Cholesterol

Vegetarian

Kosher (U)

giving back

important to us - that's why created Barbara's for a Bright Future, For nearly 20 years have made it part of our cult. to give back through progra that support our values. Ou work with Project Puffin ha helped to restore puffins to the historic nesting ground off a coast of Maine. To learn me visit BarbarasBakery.com ProjectPuffin.org.

We print this packaging on environmentally friendly po consumer cardboard stock See the bottom of this box fo more details.







The Best Things in Life are Natural.

Morning at Barbara's® finds us in the kitchen with big red bowls, munching on crunchy Peanut Butter Puffins. Each mouthful is a burst of real peanut butter and the best whole grain oats and corn. We happen to think our cereal is one incredibly delicious combo of great taste and natural nutrition. Plus, it's low in fat and always free of artificial flavors, preservatives, and additives - because that's Barbara's way.



PEANUT BUTTER

Real peanuts make a melt-inyour-mouth. sweet and savory bite.



healthy living, naturally

People, like puffin birds, are creatures of habit. Healthy human habits can be as simple as a walk with the dog or as intense as a rigorous hike. The challenge is to make a plan and stick with it. Keep the healthy habits that serve you (like Puffins for breakfast) and think about tossing those that don't.



Honest goodness. Give our other all natural products a try.

MEET BABS

One of our adopted Puffins

Babs is a 34-year-old female puffin who came to Eastern Egg Rock, Maine on July 11, 1977 with 98 other puffin chicks. Dr. Stephen Kress and Project Puffin transplanted her from Great Island, Newfoundland to help repopulate the tiny island and restore it to its former nesting colony. The original colony was nearly decimated by humans in the late 1800's.

Babs has been returning to Eastern Egg Rock year after year for 34 years and has hatched a total of 21 chicks. Talk about a finely feathered success story!

When we adopt a puffin, we help keep the colony growing. You can get involved, too. Learn more at BarbarasBakery.com or ProjectPuffin.org.



Mom is home with breakfast!

All Natural Since 1971

Barbara's



DIETARY FEATURE

Low Fat

Only 6g Sugar per Servi

No Artificial Flavors, Additives or Preservativ

Og Trans Fat per Servin

Naturally Cholesterol F

Vegan

Kosher U

giving back

important to us - that's why created Barbara's for a Brighten Future. For nearly 20 years we have made it part of our culture to give back through program that support our values. Our work with Project Puffin has helped to restore pullins to their historic nesting ground off the coast of Maine. To learn more visit BarbarasBakery.com ProjectPuffin.org.

We print this packaging on environmentally friendly pos consumer cardboard state. See the bottom of this bar ismore details.



BarbarasBakery.com



Cheese Puffs

WHITE CHEDDAR

NET WT 5.5 OZ (155g)

cheese

Case 1:12-cv-055112WFK/RIM-CDocumenti@nFiled 04/26/03/28/dge^{ith}513/e2552 PageID #: 749 when it's mode with the

Cheese

WHITE CHEDDAR

Nutrition Facts Serving Size: 1 oz. 1-1/2 Cup (28g) Servings Per Container: About 5 Calories 160 Calories from Fat 90 % Daily Value* Total Fat 10g 16% Saturated Fat 1g 5% Trans Fat 0g Cholesterol Oma 0% Sodium 200mg 8% Total Carbohydrate 12g 4% Dietary Fiber 1g 5% Sugars 1g Protein 2a Vitamin A 0% Vitamin C 0% 2% Your daily values may be higher or your calorie needs: Calories 2,500 Less than 80g Saturated Fat Less than 20g 300mg 2,400mg 25g 300mg Cholesterol Less than Sodium Less than 2,400mg Total Carbohydrate Calories per gram: Carbohydrate 4 INGREDIENTS: WHITE CORNMEAL, EXPELLER PRESSED HIGH OLEIG (CANOLA, SUNFLOWER OR SAFFLOWER) OIL, WHITE CHEDDAR CHEESE (COLLTURED PASTEURIZED MILK, SALT, NATURAL ENZYMES), WHEY (MILK), DRY BUTTERMILK, SALT, DISCOIJUM PHOSPHATE (A NATURAL FLAVORING AGENT), CITRIC AGID], SALT, LACTIC AGID. Contains milk, Manufactured in a facility that also processes sesame seeds, soy, wheat, peanuts, almond, cashew, filbert, hazelnut, macadamia nu pecan, pine nut, pistachio, walnut, and coconut. Manufactured for The Weetablix Company, Inc. 300 Nickerson Road, Mariborough, MA 01752 Visit Us Online at BarbarasBakery.com Product of U.S.A. ©2012 Barbara's Bakery, Inc.® With all correspondence, please include Best By Date.

when it's made with the natural goodness of stone ground corn and real cheese! So, hop on the couch, invite some friends over, and start crunching on the ultimate guilt-free snack.

Real snacks that satisfyl

all natural, always

- Made with real white cheddar cheese
- Made with natural stone ground white corn
- No artificial flavors or preservatives
- No hydrogenated oils

giving back

Our community is at the heart of who we are and that's why we created Barbara's for a Brighter Future more than 20 years ago. Whether it's teaching kids how to garden or sponsoring Project Puffin off the coast of Maine, we enjoy giving to important programs that support our values. To learn more, stop by BarbarasBakery.com.

Feeling adventurous? Try our other all natural cheese puffs.

ORIGINAL FLAVOR JALAPEÑO FLAVOR ORIGINAL BAKED

EXHIBIT C

AO 440 (Rev. 12/09) Summons in a Civil Action

United States District Court

for the

Eastern District of New York

OLYMPIA MORO, on Behalf of Herself and all Others Similarly Situated,	CV 12-0087
Plaintiff)
V.) Civil Action No.
BARBARA'S BAKERY, INC.,)
Defendant)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BARBARA'S BAKERY, INC.

C T CORPORATION SYSTEM
818 W SEVENTH ST.
LOS ANGELES, CA 90017

MANN, M.J.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,

whose name and address are:

Juan E. Monteverde, Esq. FARUQI & FARUQI, LLP 369 Lexington Avenue, 10th Floor New York, New York 10017 Tel: 212-983-9330

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK ON COVRT

Signature of Clerk or Deputy Clerk

Date:

12/11/2012

UNITED STATES DISTRICT COURT CV 12 - 6087

OLYMPIA MORO, on Behalf of Herself and all Others Similarly Situated,

Civil Action No.

Plaintiffs,

COMPLAINT and DEMAND FOR JURY TRIAL

v.

BARBARA'S BAKERY, INC.,

101112,

Defendant.

Plaintiff, by her attorneys, makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to allegations specifically pertaining to herself and her counsel, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a class action against Barbara's Bakery, Inc. ("Barbara's Bakery" or the "Defendant") for passing off genetically modified organisms ("GMOs") and synthetic ingredients as "all natural" or "100% natural." Barbara's Bakery sells various cereal products under its Puffins brand, including, but not limited to, Puffins Original, Puffins Peanut Butter and Chocolate, Puffins Multigrain, Puffins Peanut Butter, Puffins Cinnamon, Puffins Honey Rice, Puffin Puffs Crunchy Cocoa and Puffin Puffs Fruit Medley (the "Mislabeled Puffins Products"). The Defendant's labels for each of these products bears the phrase "All Natural" and/or "100% Natural" in large, prominent typeface print. In fact, the Mislabeled Puffins Products are not "100% Natural." The Mislabeled Puffins Products are made from synthetic ingredients and GMOs.

- 2. Genetic engineering ("GE") or genetic modification ("GM") of food involves the laboratory process of artificially inserting genes into the DNA of food crops or animals. The result is called a genetically modified organism ("GMO"). GMOs can be engineered with genes from bacteria, viruses, insects, animals, or even humans. The primary purpose in genetic modification is to make the plants tolerant of pesticides and herbacides. Due to such genetic modification, residues of herbacides and pesticides are often found in GMO plants and grains, as well as the oils derived therefrom. The resulting product, thus, is not "100% natural," because both the genetic mutations and the chemical residues are artificial.
- 3. Studies have shown that most Americans say they would not eat products made from GMOs if accurately labeled. Therefore, Barbara's Bakery misled consumers to believe that the Mislabeled Puffins Products were high quality and healthy "100% natural" cereal products when they were not, to command a premium price for their cereal products, take away market share from its competitors and increase its own profits.
- 4. In October 2011 public interest group, The Cornucopia Institute, released its report entitled Cereal Crimes: How "Natural" Claims Deceive Consumers and Undermine the Organic Label A Look Down the Cereal and Granola Aisle¹ (the "Cornucopia Study"). In connection with the Cornucopia Study, the institute tested various "natural" products for GMOs. The Cornucopia Institute's testing revealed that the Defendant's Puffins brand cereal products contained more than 50% genetically engineered corn.

¹ Available at http://cornncopia.org/cereal-scorecard/does/Cornucopia_Cereal_Report.pdf (last accessed November 28, 2012).

- 5. Barbara's Bakery's marketing, advertisements product packaging and labels are replete with representations that the Mislabeled Puffins Products are "100% natural." By misrepresenting the Mislabeled Puffins Products as being "100% Natural," when in fact they were not, Barbara's Bakery actively deprived consumers of the information they needed to make their own choices for a healthy lifestyle.
- 6. Defendant's marketing of these genetically modified cereals is like a rigged gas pump that charges the higher price for *premium* gasoline but secretly pumps regular gasoline into your car's tank. By passing off lower quality cereals as being "All Natural" or "100% Natural," Barbara's Bakery is able to charge substantially higher prices for the Mislabeled Puffins Products.
- 7. A customer cheated by a rigged gas pump is unlikely to discover the ruse, since very few customers are able to measure the octane of the gasoline at the point of sale. Similarly, customers cheated by Defendant's mislabeling of its Puffins brand cereal products cannot investigate or test Defendant's marketing claims regarding the composition, nutritional value and health qualities at the grocery store to determine they are actually made from GMO's and synthetic ingredients rather than natural ingredients.
- 8. Plaintiffs seek relief in this action individually, and as a class action on behalf of all purchasers of the Mislabeled Puffins Products labeled and marketed as being "All Natural" and/or "100% Natural", for Defendant's violations of the Magnuson-Moss Act, 15 U.S.C. § 2301, et. seq., for unjust enrichment, breach of express warranty, breach of implied warranties, fraudulent concealment, violation of the violation of the New York General Business Law (G.B.L.) §349, et seq., and violation of the G.B.L. §350, et seq.

THE PARTIES

- 9. Plaintiff Olympia Moro is a citizen of the State of New York. Plaintiff Moro purchased Defendant's Mislabeled Puffins Products, which was represented as being "All Natural" or "100% Natural" from a retail store in New York. Plaintiff saw and read Barbara's Bakery's misrepresentations that the Mislabeled Puffins Products are "All Natural" or "100% Natural" and relied on such misrepresentations in deciding to purchase the Mislabeled Puffins Products. Plaintiff would not have purchased the Mislabeled Puffins Products had she known that they were made from synthetic ingredients and GMOs.
- 10. Defendant Barbara's Bakery is a California corporation with its principal place of business located at 300 Nickerson Rd., Marlborough, MA 01752. Barbara's Bakery was founded in Northern California in 1971 by Barbara Jaffe. In 1986, Jaffe sold the company to Weetabix Food Co., a British cereal maker owned by Lion Capitol. Barbara's bakery is a wholly owned subsidiary of Weetabix Food Co. Barbara's Bakery manufactures, markets and sells various cereal and snack products, including the Mislabeled Puffins Products. In 2007, 55% of Barbara's Bakery cereal options offered through the largest organic food distributor were certified organic, and one product was "made with organic ingredients." In 2011, only 20% of Barbara's Bakery products were certified organic.

JURISDICTION AND VENUE

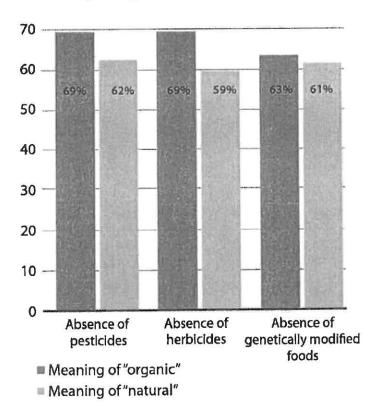
11. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal question). This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

- 12. This Court also has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 Class Members and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least one Class Members is a citizen of a state different from Defendant.
- 13. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because a substantial part of the events, omissions and acts giving rise to the claims herein occurred in this District.

FACTS COMMON TO ALL CLAIMS

- A. Consumer Expectations for the Term "Natural"
- 14. "Natural" generally is thought to mean no artificial ingredients or preservatives. A 2010 poll by the Hartman Group cited in the Cornucopia Study shows a majority of consumers understand the term "natural" to mean the absence of pesticides, herbicides and genetically modified foods.

Meaning of "organic" and "natural"



15. The Department of Agriculture ("USDA") has stated that an ingredient is synthetic and not natural if it is "formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes." 7 C.F.R. § 205.2. Moreover, the USDA has stated that an ingredient is artificial if it "is not derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, fish, poultry, eggs, dairy products, or fermentation products thereof." 21 C.F.R. § 101.22(a)(1).

- 16. For example, in a July 22, 2011a warning letter to Bagels Forever, Inc.², the USDA stated it "considers use of the term "natural" on a food label to be truthful and non-misleading only when nothing artificial or synthetic has been included in, or has been added to, a food that would not normally be expected to be in the food (58 FR 2302, 2407, January 6, 1993; 21 CFR 101.22)."
- 17. Plaintiff and Class Members expected nothing artificial or synthetic to have been included in, or have been added to the Mislabeled Puffins Products because Barbara's Bakery represented the Mislabeled Puffins Products to be "All Natural" and "100% Natural."

B. GMOs Are Not Natural

- 18. Genetic modification involves the insertion or deletion of genes. When genes are inserted, they usually come from a different species. To do this artificially may require attaching the genes to a virus, which is a small infectious agent that can replicate only inside the living cells of organisms. Alternatively, extra genetic material in some instances may be inserted into the nucleus of the intended host with a very small syringe, or with very small particles fired from a gene gun. Other methods of genetic modification exploit natural forms of gene transfer, such as the ability of agrobacterium, a genus of gram-negative bacteria, which uses horizontal gene transfer to cause tumors in plants, resulting in GMOs.
- 19. Monsanto is considered the mother of agricultural biotechnology. Mosanto's website recognizes that there is nothing "natural" about GMO crops, defining "Genetically Modified Organisms (GMO)" as "Plants or animals that have had their

² Available at http://www.fda.gov/ICECI/EnforcementActions/Warning Letters/2011ucm26756.htm (last accessed November 28, 2012).

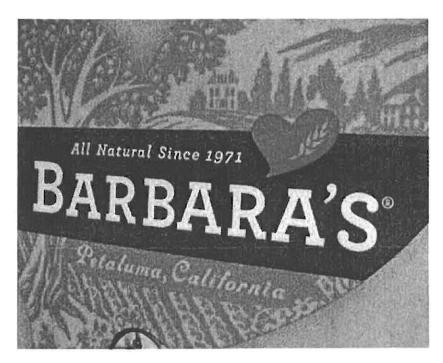
genetic makeup altered to exhibit traits that are not naturally theirs. In general, genes are taken (copied) from one organism that shows a desired trait and transferred into the genetic code of another organism." See Glossary, available at http://www.monsanto.com/newsviews/pages/glossary.aspx#g (last accessed November 28, 2012).

- 20. One of the most common uses of genetic modification or engineering is to make crops resistant to herbicides, such as Monsanto's weed killing product named Roundup. Monsantos' "Roundup Ready" or "Roundup Ready 2" ("RR System") crops have been genetically engineered to permit direct, "over the top" application of the Monsanto herbicide glyphosate (the active ingredient in Roundup) allowing farmers to drench both their crops and crop land with the herbicide so as to be able to kill nearby weeds (and any other green thing the herbicide touches). Rather than the traditional tilling of the ground to control weeds, the RR System relies on its herbicide to control them. Similar genetic modification has been performed with respect to other brands and types of herbicides, such as Bayer's LibertyLink herbicide.
- 21. In fact, the RR System, which has been applied to rape-seed (source of canola oil), soybeans, and to the "SmartStax" system for corn, was specifically designed to require the exclusive use of Monsanto's herbicide, Roundup. Consequently, David Ehrenfield, Professor of Biology at Rutgers University, has concluded that, "Genetic Engineering is often justified as a human technology, one that feeds more people with better food. Nothing could be further from the truth. With very few exceptions, the whole point of genetic engineering is to increase sales of chemicals and bio-engineered products to dependent farmers." Ehrenfeld, David, A Techno-Pox upon the Land. Harper's

Magazine (Oct. 1997). The widespread adoption of Roundup Ready crops in the United States combined with the emergence of glyphosate-resistant weeds has driven a more than 15-fold increase in the use of glyphosate on major field crops from 1994 to 2005.

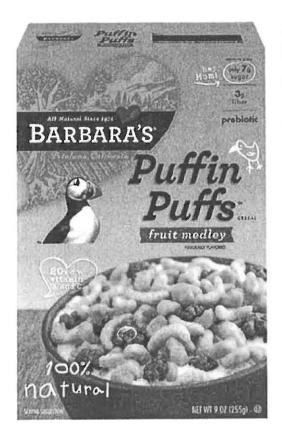
- Roundup below those permitted or recommended by the FDA are applied to crops, a residue of Roundup and other similar types of herbicides remain in the crops when harvested. This fact, along with the widespread usage of Roundup has led biochemist Gilles-Eric Séralini, a member for years of the French Commission on Biomolecular Genetics to conclude that, while Roundup and similar products were originally used against weeds, "they have become a food product, since they are used on GMOs, which can absorb them without dying." See Roundup Doesn't Poison Only Weeds, available at http://archive.truthout.org/article/roundup-doesnt-poison-only-weeds (last accessed November 28, 2012).
- 23. Moreover, testing to determine the existence of GMOs in food and feed is routinely done using molecular techniques like DNA microarrays or real-time polymerase chain reaction ("qPCR"). Such sophisticated testing is not available or economically feasible for consumers to conduct on the foods which they purchase.
- 24. As seen in the Cornucopia Study, a majority of consumers expect "natural" foods to be free of GMOs.
 - C. Defendant's Representations That The Mislabeled Puffins Products Are "100% Natural"
- 25. Throughout Defendant's marketing materials, advertising, website, labeling, packaging and point of sale materials, Barbara's Bakery represents that its Mislabeled Puffins Products are "All Natural" or "100% Natural."

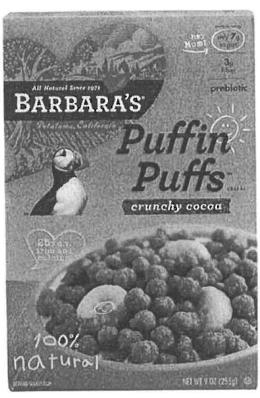
26. The label for each of the Mislabeled Puffins Products prominently features in large type "100% Natural" and/or "All Natural since 1971." For example:









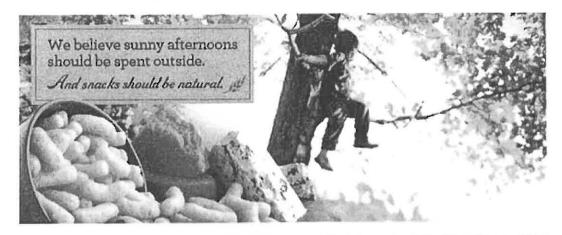


27. Barbara's Bakery also maintains a website for the purposes of marketing the Mislabeled Puffins Products.³ With respect to its Mislabeled Puffins Products, the website proclaims its Mislabeled Puffin Products are "100% Natural.":

³ See http://www.barbarasbakery.com/cereals-pnffins/ (last accessed November 28, 2012).

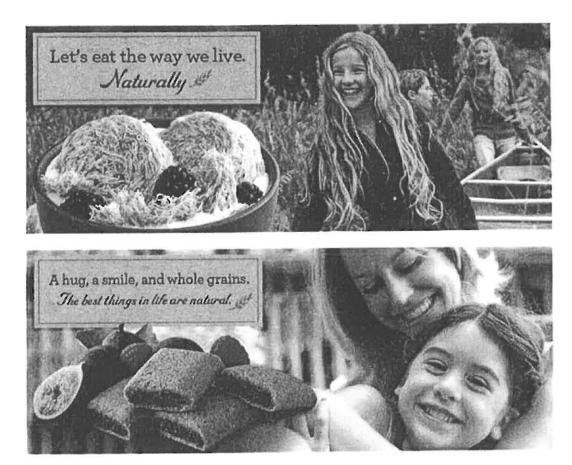
Perfect for these dietary needs

- √ 100% Natural
- ✓ Dairy Free
- ✓ Low Fat
- ✓ Wheat Free Ingredients
- ✓ Gluten Free (Honey Rice & Multigrain)
- ✓ Cholesterol Free
- ✓ Vegetarian
- 28. Similarly, on the main page of its website⁴, Barbara's Bakery represents:





⁴ See http://www.barbarashakery.com/ (last accessed November 28, 2012).



- 29. Likewise, on its online store for its Mislabeled Puffins Products⁵, Barbara's Bakery states "Starting your day the Barbara's way means great-tasting cereals that always include all natural, wholesome ingredients like: whole oat and whole wheat grains, real vanilla, cinnamon, flax, blueberry, pomegranate, cocoa and other popular ingredients."
- 30. Barbara's Bakery also recognizes that consumers are increasingly concerned about the types of foods they put into their bodies. On the Barbara's Bakery website, in the "About Us" section⁶, Defendant states its commitment is "to create the

⁵ See http://shop.barbarasbakery.com/Cereals/e/BarbarasBakery@Cereals?gclid=Clbdsqfk8rMCFYKK4Aodoms

best-tasting natural products free of artificial preservatives and ingredients, hydrogenated oils, and refined white sugar."

- 31. Based on the investigation of Plaintiff's counsel, however, the Mislabeled Puffins Products are not "All natural" or "100% Natural," but rather are made from synthetic ingredients and GMOs which are susceptible if not likely to contain trace amounts of herbicides.
 - D. The Mislabeled Puffins Products are not "All Natural" or "100% Natural"
- 32. The October 2011 Cornucopia Study⁷ revealed that the Mislabeled Puffins Products contain more than 50% genetically engineered corn, a GMO. GMOs are artificial, man-made and synthetic under the USDA's definition, is that they are "formulated or manufactured by a chemical process or by a process that chemically changes a substance." 7 C.F.R § 205.2.
- 33. In addition to GMOs, the Mislabeled Puffins Products contain other synthetic ingredients, including but not limited to:
 - Annatto an "artificial color" or "artificial coloring." 21 C.F.R. § 101.2(a)(4), 21 C.F.R. § 70.3(f), 21 C.F.R. § 73.30;
 - Ferric orthophosphate a synthetic ingredient prepared by reaction of sodium phosphate with ferric chloride or ferric citrate. 21 C.F.R. § 184.1301;
 - Tocopherols a synthetic chemical preservative. 21 C.F.R. § 205.605(b),
 21 C.F.R. § 182.3890;

⁷ Available at http://cornucopia.org/cereal-scorecard/docs/Cornucopia Cereal Report.pdf (last accessed November 28, 2012).

- Retinyl palmitate (Vitamin A palmitate) the synthetic palmitate ester of retinol, prepared by esterifying retinol with palmitic acid. 21 C.F.R. § 184.1930(a)(3); and
- Ascorbic acid a synthetic substance and chemical preservative. 21
 C.F.R. § 205.605(b), 21 C.F.R. § 182.3013.
- 34. Defendant's Mislabeled Puffins Products contain GMOs and synthetic ingredients. Thus, the Mislabeled Puffins Products are neither "All Natural" nor "100% Natural."
 - E. Defendant's "All Natural" and "100% Natural" Claims are Material
- 35. Defendant's representations that the Mislabeled Puffins Products are "all Natural" or "100% Natural" are material to consumers of food products.
- 36. Defendant's representations that the Mislabeled Puffins Products are "all Natural" or "100% Natural" pertained to the composition, attributes, characteristics, nutritional value, health qualities and value of the Mislabeled Puffins Products. Therefore, Plaintiff and members of the Class purchased products that they would not have purchased or paid more than they otherwise would have been willing to pay if the Mislabeled Puffins Products they purchased had been labeled accurately.

CLASS ACTION ALLEGATIONS

- 37. Plaintiffs bring this class action pursuant to Fed. R. Civ. P. 23 (a), (b)(1), (b)(2), and (b)(3) on behalf of all purchasers of Mislabeled Puffins Products in the United States (the "Class").
- 38. Plaintiff also seeks to represent a subclass defined as all members of the Class who purchased the Mislabeled Puffins Products in New York ("New York Subclass").

- 39. Members of the Class and New York Subclass are so numerous that their individual joinder herein is impracticable. Members of the Class and Subclass number in the thousands. The precise number of Class Members and their identities are unknown to Plaintiff at this time, but will be determined through discovery. Class Members may be notified of the pendency of this action by mail and/or publication through the distribution records of Barbara's Bakery and third party retailers and vendors.
- 40. Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual Class Members. Common legal and factual questions include, but are not limited to:
- (a) whether Barbara's Bakery violated the Magnuson-Moss Act, 15 U.S.C. § 201, et seq.;
 - (b) whether Barbara's Bakery was unjustly enriched by its conduct;
- (c) whether Barbara's Bakery breached an express warranty made to Plaintiff and the Class;
- (d) whether Barbara's Bakery breached the implied warranty of merchantability made to Plaintiff and the Class;
- (e) whether Barbara's Bakery advertises, or markets the Mislabeled Puffins Products in a way that is false or misleading;
- (f) whether the Mislabeled Puffins Products fail to conform to the representations, which were published, disseminated and advertised to Plaintiff and the Class;
- (g) whether Barbara's Bakery concealed from Plaintiff and the Class that the Mislabeled Puffins Products did not conform to its stated representations;

- (h) whether, by the misconduct set forth in this Complaint, Barbara's Bakery has engaged in unfair, fraudulent or unlawful business practices with respect to the advertising, marketing and sales of the Mislabeled Puffins Products;
 - (i) whether Barbara's Bakery violated G.B.L. § 349, et seq.;
 - (j) whether Barbara's Bakery violated G.B.L. § 350, et seq.; and
- (k) whether, as a result of Defendant's misconduct as alleged herein,
 Plaintiff and Class Members are entitled to restitution, injunctive, and/or monetary relief
 and, if so, the amount and nature of such relief.
- 41. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendant's wrongful conduct. Plaintiff has no interests antagonistic to the interests of the other members of the Class. Plaintiff and all members of the Class have sustained economic injury arising out of Defendant's violations of common and statutory law as alleged herein.
- 42. Plaintiff is an adequate representative of the Class because her interest does not conflict with the interests of the Class Members she seeks to represent, she has retained counsel competent and experienced in prosecuting class actions, and they intend to prosecute this action vigorously. The interests of Class Members will be fairly and adequately protected by Plaintiff and her counsel.
- 43. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and Class Members. Each individual Class Member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and

multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

COUNT I

(Violation of Magnuson-Moss Act (15 U.S.C. § 2301, et seq.)

- 44. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 45. Plaintiffs bring this claim individually and on behalf of the members of the Class and New York Subclass against defendant Barbara's Bakery.
- 46. The Mislabeled Puffins Products are consumer products as defined in 15 U.S.C.. §2301(1).
- 47. Plaintiff and Class Members are consumers as defined in 15 U.S.C.. §2301(3).
- 48. Defendant Barbara's Bakery is a supplier and warrantor as defined in 15 U.S.C. §2301(4) and (5).
- 49. In connection with the sale of the Mislabeled Puffins Products, Barbara's Bakery issued written warranties as defined in 15 U.S.C. §2301(6), which warranted that the products were "All Natural" or "100% Natural."
- 50. In connection with the sale of the Mislabeled Puffins Products, Barbara's Bakery impliedly warranted as defined in 15 U.S.C. §2301(7), that the products were of

merchantable quality, such that the products were of the same average grade, quality, and value as similar goods sold under similar circumstances.

51. By reason of Defendant's breach of the express written warranties stating that the Wesson Oils were "All Natural" and "100% Natural," and by Defendant's breach of its implied warranties, Barbara's Bakery has violated the statutory rights due to Plaintiff and Class Members pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. \$2301 et seq., thereby damaging Plaintiff and Class Members.

COUNT II

(Unjust Enrichment)

- 52. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 53. Plaintiff brings this claim individually and on behalf of the members of the Class, and on behalf of the New York Subclass against Defendants.
- 54. Plaintiff and Class Members conferred a benefit on Defendants by purchasing the Mislabeled Puffins Products.
- from Class Members' purchases of its Mislabeled Puffins Products, which retention under these circumstances is unjust and inequitable because Defendants misrepresented that the Mislabeled Puffins Products were "All Natural" and "100% Natural," when in fact, they were not. Instead, the Mislabeled Puffins Products were made from synthetic ingredients and GMOs that contained a genetic makeup not found in nature which made them susceptible if not likely to contain trace amounts of herbicides also not found in nature, which caused injuries to Plaintiff and Class Members because: (a) they would not have purchased the Mislabeled Puffins Products on the same terms if the true facts

concerning their actual composition had been known; (b) they paid a price premium due to the mislabeling of the Mislabeled Puffins Products; and (c) the Mislabeled Puffins Products did not have the composition, attributes, characteristics, nutritional value, health qualities or value as promised.

56. Because Defendants' retention of the non-gratuitous benefit conferred on them by Plaintiff and Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiff and the Class Members for its unjust enrichment, as ordered by the Court.

COUNT III

(For Breach Of Express Warranty)

- 57. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 58. Plaintiffs bring this claim on behalf of the nationwide Class under New York law and on behalf of the New York Subclass under New York law.
- 59. Barbara's Bakery, as the designer, manufacturer, marketer, distributor, or seller expressly warranted that the Mislabeled Puffins Products were "All Natural" and "100% Natural."
- 60. In fact, the Mislabeled Puffins Products were made from synthetic ingredients and GMOs that contained a genetic makeup not found in nature which made them susceptible if not likely to contain trace amounts of herbicides also not found in nature.
- 61. Plaintiff and Class Members were injured as a direct and proximate result of Defendant's breach because: (a) they would not have purchased the Mislabeled Puffins Products on the same terms if the true facts concerning their actual composition

had been known; (b) they paid a price premium due to the mislabeling of the Mislabeled Puffins Products; and (c) the Mislabeled Puffins Products did not have the composition, attributes, characteristics, nutritional value, health qualities or value as promised.

COUNT IV

(For Breach Of Implied Warranty of Merchantability)

- 62. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 63. Plaintiffs bring this claim on behalf of the nationwide Class under New York law and on behalf of the New York Subclass under New York law.
- 64. By representing that the Mislabeled Puffins Products were "All Natural" and "100% Natural" in marketing and advertising as described herein, Barbara's Bakery impliedly warranted that such product were of merchantable quality, such that the products were of the same average grade, quality, and value as similar goods sold under similar circumstances.
- 65. Plaintiff and Class Members relied on Defendant's representations that the Mislabeled Puffins Products were "All Natural" and "100% Natural" when they purchased the Mislabeled Puffins Products.
- 66. Barbara's Bakery breached the warranty implied at the time of sale in that the Plaintiff and Class Members did not receive goods that were "All Natural" or "100% Natural" as represented and thus, the Mislabeled Puffins Products were not merchantable as fit for the ordinary purposes for which those goods are used or as promoted, marketed, advertised, packaged, labeled, or sold.
- 67. At all times relevant to this action, Barbara's Bakery has breached its implied warrantied concerning the Mislabeled Puffins Products because the Mislabeled

Puffins Products are not "All Natural" or "100% Natural" but are made from synthetic ingredients and GMOs.

68. Plaintiff and Class Members were injured as a direct and proximate result of Defendant's breach because: (a) they would not have purchased the Mislabeled Puffins Products on the same terms if the true facts concerning their actual composition had been known; (b) they paid a price premium due to the mislabeling of the Mislabeled Puffins Products; and (c) the Mislabeled Puffins Products did not have the composition, attributes, characteristics, nutritional value, health qualities or value as promised.

COUNT V

(Fraudulent Concealment / Nondisclosure)

- 69. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 70. Plaintiff brings this claim on behalf of the nationwide Class under New York law and on behalf of the New York Subclass under New York law.
- 71. Barbara's Bakery knew at the time of sale that that the Mislabeled Puffins Products were not "All Natural" or "100% Natural."
- 72. Barbara's Bakery fraudulently concealed from and/or intentionally failed to disclose to Plaintiff, the Class, and all others in the chain of distribution (e.g., concealments and omissions in Defendant's communications with wholesalers, retailers, and others in the chain of distribution that were ultimately passed on to Plaintiff and the Class) that Mislabeled Puffins Products were not "All Natural" or "100% Natural," but instead were made from synthetic ingredients and GMOs that contained a genetic makeup that does not appear in nature and were therefore susceptible if not likely to contain trace amounts of herbicides, and therefore did not have composition, attributes,

characteristics, nutritional value, health qualities, or value of "All Natural" or "100% Natural" cereal products.

- 73. Barbara's Bakery had exclusive knowledge of the ingredients from which the Mislabeled Puffins Products were made, and it would not be anticipated that consumers, wholesalers or retailers would conduct independent tests on the Mislabeled Puffins Products to determine whether the Mislabeled Puffins Products were made from synthetic ingredients and GMOs or whether they contained trace amounts of herbicides. The defect is latent and not something that Plaintiff or Class Members could, in the exercise of reasonable diligence, have discovered independently prior to purchase, because it is not feasible for individual consumers to conduct their own laboratory analysis of the Mislabeled Puffins Products prior to purchase.
- 74. Barbara's Bakery had the capacity to, and did, deceive consumers into believing that they were purchasing "All Natural" or "100% Natural" cereal products.
- 75. Barbara's Bakery undertook active and ongoing steps to conceal the defect. Plaintiff is aware of nothing in Defendant's advertising, publicity or marketing materials that discloses the truth about the defect, despite Defendant's awareness of this fact.
- 76. The facts concealed and/or not disclosed by Barbara's Bakery to Plaintiff and the Class are material facts in that a reasonable person would have considered them important in deciding whether to purchase (or to pay the same price for) cereal products.
- 77. Since Barbara's Bakery elected to make representations regarding the fact that the Mislabeled Puffins Products were "All Natural" or "100% Natural," Barbara's

Bakery had a duty to accurately disclose at the time of same the fact that Mislabeled Puffins Products were made from synthetic ingredients and GMOs.

- 78. Barbara's Bakery intentionally concealed and/or failed to disclose the fact that the Mislabeled Puffins Products were made from synthetic ingredients and GMOs for the purpose of inducing the Plaintiff and the Class to act thereon.
- 79. Plaintiff and the Class justifiably acted or relied upon the concealed and/or non-disclosed facts to their detriment, as evidenced by their purchase of the Mislabeled Puffins Ingredients.
- 80. Had Plaintiff and the Class known of the true facts regarding concerning the actual composition of the Mislabeled Puffins Products, they would not have purchased (or would have paid less for) the Mislabeled Puffins Products.

COUNT VI

(Violation Of New York General Business Law § 349)

- 81. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 82. Plaintiff brings this claim on behalf of the New York Subclass under New York law.
- 83. Barbara's Bakery engaged in making false and misleading marketing and advertising claims, representing that Mislabeled Puffins Products were "All Natural" and "100% Natural," when in fact the Mislabeled Puffins Products are made from synthetic ingredients and GMOs and thus are neither "All Natural" nor "100% Natural."
- 84. As set for above, by advertising, marketing, distributing and/or selling Mislabeled Puffins Products to Plaintiff and the New York Subclass, Barbara's Bakery engaged in, and continues to engage in, deceptive acts and practices.

- 85. Plaintiff and other members of the New York Subclass further seek to enjoin such unlawful deceptive acts and practices as described above. Each of the members of the New York Subclass will be irreparably harmed unless the unlawful actions of Barbara's Bakery are enjoined in that Barbara's Bakery will continue to falsely and misleadingly advertise the Mislabeled Puffins Products as being "All Natural" and "100% Natural." Therefore, Plaintiff and the New York Subclass request an order granting them injunctive relief ordering appropriate disclosures and/or disclaimers in the advertising, marketing and promotion of the Mislabeled Puffins Products.
- 86. Absent such injunctive relief, Barbara's Bakery will continue to advertise, market and sell the Mislabeled Puffins Products as being "All Natural" and "100% Natural," even though the products are contain synthetic ingredients and GMOS and are not "All Natural" and "100% Natural," to the detriment of consumers.
- 87. In this regard, Barbara's Bakery has violated, and continue to violate, G.B.L. § 349, which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant's violation of G.B.L. § 349 as alleged above, Plaintiff and other members of the New York Subclass have suffered damages, in an amount to be determined at trial.

COUNT VII

(Violation Of New York General Business Law § 350)

- 88. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above and further allege as follows.
- 89. Plaintiff brings this claim on behalf of the New York Subclass under New York law.

- 90. Barbara's Bakery engaged in making false and misleading marketing and advertising claims, representing that Mislabeled Puffins Products were "All Natural" and "100% Natural," when in fact the Mislabeled Puffins Products are made from synthetic ingredients and GMOs and thus are neither "All Natural" nor "100% Natural."
- 91. New York G.B.L. § 350-a defines "false advertising" as "advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect."
- 92. As set for above, by advertising, marketing, distributing and/or selling Mislabeled Puffins Products to Plaintiff and the New York Subclass, Barbara's Bakery engaged in, and continues to engage in, false advertising.
- 93. Plaintiff and other members of the New York Subclass further seek to enjoin such false advertising as described above. Each of the members of the New York Subclass will be irreparably harmed unless the unlawful actions of Barbara's Bakery are enjoined in that Barbara's Bakery will continue to falsely and misleadingly advertise and market the Mislabeled Puffins Products as "All Natural" and "100% Natural." Therefore, Plaintiff and the New York Subclass request an order granting them injunctive relief ordering appropriate disclosures and/or disclaimers in the advertising, marketing and promotion of the Mislabeled Puffins Products.
- 94. Absent such injunctive relief, Barbara's Bakery will continue to advertise, market and sell the Mislabeled Puffins Products as "All Natural" and "100% Natural," even though the products contain synthetic ingredients and GMOs and are not "All Natural" or "100% Natural," to the detriment of consumers.

95. In this regard, Barbara's Bakery has violated, and continue to violate, G.B.L. § 350, which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant's violation of G.B.L. § 350 as alleged above, Plaintiff and other members of the New York Subclass have suffered damages, in an amount to be determined at trial.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seek judgment against Barbara's Bakery, as follows:

- A. For an order certifying the nationwide Class and the New York Subclass under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as Class Representative and her attorneys as Class Counsel to represent the Class Members;
- B. For an order declaring the Defendant's conduct violates the statutes referenced herein;
- C. For an order finding in favor of the Plaintiff, the nationwide Class and the New York Subclass on all counts asserted herein;
- D. For an order awarding compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;
 - E. For prejudgment interest on all amounts awarded;
 - F. For an order of restitution and all other forms of equitable monetary relief;
 - G. For injunctive relief as pleaded or as the Court may deem proper; and
- H. For an order awarding Plaintiff and the Class and New York Subclass their reasonable attorneys' fees and expenses and costs of suit.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all claims so triable in this action.

DATED: December 11, 2012

Respectfully submitted,

FARUÓI & FARUQI, LLP

Ву:

Nadeem Faruqi (NF-1184)

Juan E. Monteverde (JM-8169) 369 Lexington Avenue, 10th Floor

New York, NY 10017 Tel: 212-983-9330

Fax: 212-983-9331

Email: nfaruqi@faruqilaw.com jmonteverde@faruqilaw.com

Attorneys for Plaintiff

1 2 3 4 5 6	GLYNN & FINLEY, LLP CLEMENT L. GLYNN, Bar No. 57117 ADAM FRIEDENBERG, Bar No. 205778 JONATHAN A. ELDREDGE, Bar No. 238559 One Walnut Creek Center 100 Pringle Avenue, Suite 500 Walnut Creek, CA 94596 Telephone: (925) 210-2800 Facsimile: (925) 945-1975 E-mail: afriedenberg@glynnfinley.com jeldredge@glynnfinley.com	9
7 8	Attorneys for Defendant Barbara's Bakery, Inc.	
9	UNITED STATE	S DISTRICT COURT
10	NORTHERN DISTRICT OF CALIFORNIA	
11)	Case No. C12-02664-CRB
12 13	RICHARD W. TRAMMELL, individually and on behalf of all others similarly situated,)	PROOF OF SERVICE RE DEFENDANT BARBARA'S BAKERY, INC.'S
14	Plaintiff,)	MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
15	VS.)	SETTLEMENT AND REQUEST FOR PRELIMINARY INJUNCTION
16	BARBARA'S BAKERY, INC., a California) corporation; and DOES 1-50,	
17 18	Defendants.)	Date: June 14, 2013 Time: 10:00 a.m. Place: Courtroom 6 Judge: The Honorable Charles R. Breyer
19		Complaint Filed: May 23, 2012
20		Complaint Fried. May 23, 2012
21		*
22		
23		
24		
25		
26		
27	1	
28		

1	Docket No. C12-02664-CRB	
2	PROOF OF SERVICE BY FEDERAL EXPRESS	
3	I, Beverly Carter, the undersigned, hereby certify and declare under penalty of	
4	perjury that the following statements are true and correct:	
5	1. I am over the age of 18 years and am not a party to the within cause.	
6	2. My business address is One Walnut Creek Center, 100 Pringle Avenue,	
7	Suite 500, Walnut Creek, CA 94596.	
8	3. On April 26, 2013, I served a copy of the following documents entitled	
9	exactly:	
10	a. DEFENDANT BARBARA'S BAKERY, INC.'S NOTICE OF	
11	MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR	
12	PRELIMINARY INJUNCTION	
13	b. DEFENDANT BARBARA'S BAKERY, INC.'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION	
14	SETTLEMENT AND REQUEST FOR PRELIMINARY INJUNCTION	
15	c. DECLARATION OF JONATHAN A. ELDREDGE	
16	C DECEMBER OF COUNTY IN ENDINGED CH	
17	by Federal Express overnight delivery. A true copy thereof was enclosed in a sealed envelope	
18	addressed as follows:	
19	Gabriel Rojas, et al. v. Barbara's Bakery, Inc. San Francisco Superior Court Case No. CGC-12-525911	
20		
21	Benjamin M. Lopatin, Esq. The Law Offices of Howard W. Rubinstein, P.A. One Embarcadero Center, Suite 500	
22	San Francisco, CA 94111 Attorneys for Plaintiff	
23	Gabriel Rojas and the Proposed Class T: 800-436-6437; F: 415-692-6607	
24	Email: lopatin@hwrlawoffice.com	
25	///	
26		
27		
28	///	

1	Olympia Moro, et al. v. Barba	ra's Rakery. Inc
2	U.S. District Court, Eastern Dis	trict of New York
3	Cube 110. CV 12 0	
4	Faruqi & Faruqi, I	LLP
	New York, NY 10	
5	Telephone: (212) 98 Attorneys for Plain	
6	Thursday of Taur	•••
7	Erin Silber, et al. v. Barbara	
8	U.S. District Court, Eastern District of New York Case No. CV 12-05511	
9	minenaer recese, Esq.	Yvette Golan
10	Treese Inclinian BEI	The Golan Firm 1919 Decatur Street, 3rd Floor
11	875 Avenue of the Americas, 18th Floor New York, NY 10001	Houston, TX 77007 (elephone: (866) 298-4150, ext. 101
12	Telephone: (212) 643-0500 Facsimile: (212) 253-4272	Facsimile: (928) 441-8250 Email: ygolan@tgfirm.com
13	Email: krichman@reeserichman.com mreese@reeserichman.com	
14	Attorneys for Plaintiffs	
15		
	I caused said envelopes to be hand-delivered by Federal Express, with guaranteed delivery	
16	I caused said envelopes to be hand-delivered by Federal	Express, with guaranteed delivery
16 17	I caused said envelopes to be hand-delivered by Federal before noon on the following business day.	Express, with guaranteed delivery
		Express, with guaranteed delivery
17		
17 18	before noon on the following business day.	
17 18 19	before noon on the following business day. Executed this 26th day of April, 2013 at V	
17 18 19 20	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.
17 18 19 20 21	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.
17 18 19 20 21 22	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.
17 18 19 20 21 22 23	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.
17 18 19 20 21 22 23 24	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.
17 18 19 20 21 22 23 24 25	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.
17 18 19 20 21 22 23 24 25 26	before noon on the following business day. Executed this 26th day of April, 2013 at V	Valnut Creek, California.